

THE STATE OF T E X A S §

COUNTY OF MONTGOMERY §

**CONTRACT
BY AND BETWEEN
CITY OF CONROE
AND
RIDE RIGHT, LLC**

This Contract is made and entered into this 31st day of December, 2014 by and between the City of Conroe (City) and Ride Right, LLC (Contractor).

WITNESSETH:

WHEREAS, City hereby engages Contractor to perform certain services in accordance with the specifications of the Contract; and

WHEREAS, Contractor has agreed to perform such services in accordance with the specifications of the Contract;

NOW, THEREFORE, City and the Contractor do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The Contractor warrants and assures City that it possesses adequate legal authority to enter into this Contract. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Contract and bind the Contractor to the terms of this Contract and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3 INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of City or Contractor. No provision of this Contract or act of City in performance of the Contract shall be construed as making Contractor the agent, servant or employee of City. Employees of Contractor are subject to the exclusive control and supervision of the Contractor. Contractor is solely responsible for employee payrolls and claims arising therefrom. Contractor shall notify City of the threat of lawsuit or of any actual suit filed against Contractor pertaining to this Contract or which would adversely affect Contractor's ability to perform services under this Contract.

ARTICLE 4 WHOLE CONTRACT

Contractor Price Proposal (Best and Final Offer), Request for Proposals #2014-8-21, Contractor Proposal and Contractor response to Request for Information, as provided herein, constitute the complete Contract between the parties hereto, and supersede any and all oral and written Contracts between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without written consent of the parties.

ARTICLE 5 SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in the Request for Proposals of this Contract.

ARTICLE 6 PERFORMANCE PERIOD

This Contract shall be performed during the period which begins the 31st day of December, 2014 and ends 31st day of December, 2017. City may extend the performance period for up to two (2) one (1) year extensions.

ARTICLE 7 REPORTING REQUIREMENTS

Reporting requirements are set forth in the Request for Proposals of this Contract. If Contractor fails to submit to City in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, City may withhold payments otherwise due and owing Contractor hereunder. If City withholds such payments, it shall notify

Contractor of its decision and the reasons therefor. Payments withheld pursuant to this Article may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor. Contractor's failure to timely submit any report may also be considered cause for termination of this Contract.

ARTICLE 8 PAYMENTS

Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by Contractor in accordance with the terms of this Contract and shall be paid in accordance with the Contractor Price Proposal (Best and Final Offer).

ARTICLE 9 NON APPROPRIATION

Contract shall be a commitment of City's current revenues only. It is understood and agreed City shall have the right to terminate Contract at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the estimated yearly Service, as determined by City's budget for the fiscal year in question. City may affect such termination by giving Contractor a written notice of termination at the end of its then current fiscal year.

ARTICLE 10 INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Contract as specified in the Request for Proposals.

ARTICLE 11 REPAYMENTS

Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to City any amounts determined by City, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Contract.

ARTICLE 12 SUBCONTRACTS

Except as may be set forth in the Contractor Proposal, Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written approval of City.

Contractor acknowledges that City is not liable to any subcontractor(s) of the Contractor.

Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered was rendered by Contractor.

ARTICLE 13 AUDIT

City reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Contract which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the City. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

Contractor understands and agrees that Contractor shall be liable to the City for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Contract.

ARTICLE 14 ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to City under this Contract. City, through its staff or designated public accounting firm, the State of Texas and the United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. Failure to provide access to records and reports may be cause for termination of the Contract. The records and reports to be thus maintained and retained by Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

ARTICLE 15 RETENTION OF RECORDS

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until City, 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.

ARTICLE 16 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if Contractor may not legally comply with such change, Contractor may terminate its participation herein as authorized by Article 17.

City may, from time to time, require changes, including service expansion, in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between City and Contractor in writing shall be incorporated into this Contract. Service expansion shall be incorporated in to the Contract in writing at the pricing contained herein.

ARTICLE 17 TERMINATION PROCEDURES

Contractor acknowledges that this Contract may be terminated under the following circumstances:

A. Convenience

1. Termination by the City - City may terminate this Contract, in whole or in part without cause, at any time by written notice by certified mail to Contractor whenever for any reason City determines that such termination is in the best interest of City. Upon receipt of notice of termination, all services hereunder of Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, Contractor shall prepare a final invoice within 30 day days of such termination reflecting the services actually performed which have not appeared on any prior invoice, such invoice shall be satisfactory to the City Administrator or his designee. City agrees to pay Contractor, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of City, less payment of any compensation previously paid.
2. Termination by the Contractor – Contractor may cancel or terminate this Contract upon thirty (30) days written notice by certified mail to City if Contractor may not legally comply with changes required by changes in federal law or regulations under Article 16. The Contractor may not give notice of cancellation after it has received notice of default from City. In the event of such termination prior to completion of the Contract provided for herein, City agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Contract, less payment of any compensation previously paid.

B. Default

1. City may, by written notice of default to Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:
 - (1) If Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
 - (2) If Contractor fails to perform any of the other provisions of this Contract for any reason whatsoever, or so fails to make progress or otherwise violates the Contract that completion of the services herein specified within the Contract term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by City in writing) after receiving written notice by certified mail of default from City.
2. In the event of such termination, all services of Contractor and its employees and subcontractors shall cease and Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Contract which have not appeared on any prior invoice. Such invoice must be satisfactory to the City Administrator or his designee. City agrees to pay Contractor, in accordance with the terms of this Contract, for services actually performed and accruing to the benefit of City as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by City as a result of such default, including incremental costs that City will incur to have the Contract completed by a person other than the contractor.
3. Contractor may, by written notice of default to City, terminate the whole or any part of the Contract if the City breaches a material provision of this Contract or fails to substantially perform any obligation that completion of the services herein specified within the Contract term is significantly endangered, and does not cure such breach or failure within a period of ten (10) days (or such longer period of time as may be negotiated between City and Contractor in writing) after receiving written notice by certified mail of default from Contractor.
4. In the event of such termination, all services of Contractor and its employees and subcontractors shall cease and Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Contract which have not appeared on any prior invoice. Such invoice must be satisfactory to the City Administrator or his designee. City agrees to pay Contractor, in accordance with the terms of this Contract, for services actually performed and accruing to the benefit of City as reflected on said invoice, less payment of any compensation previously paid and plus any costs or damages incurred by Contractor as a result of such default.

C. Mitigation of Damages

Contractor agrees that should the City terminate this Contract for either Convenience or Default, Contractor will continue to provide transit services in accordance with the provisions of this agreement until such time as the City has secured the alternate services of another Contractor, but in no event to exceed one hundred-twenty (120) days after such termination. During this period Contractor will be compensated in accordance with the provisions of this Contract.

ARTICLE 18 SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term(s) of this Contract, which shall continue in full force and effect.

ARTICLE 19 COPYRIGHTS

The state and/or federal awarding agency and City reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or City purposes:

- (a) The copyright of all maps, data, reports, research or other work developed under this Contract; and
- (b) Any copyrights or rights of use to copyrighted material which Contractor purchases with funding under this Contract. All such data and material shall be furnished to City on request.

ARTICLE 20 OWNERSHIP OF MATERIALS

Except as may be specified in the Request for Proposals #2014-8-21, Contractor Proposal and Contractor response to Request for Information, all data, reports, research, etc., developed by Contractor as a part of its work under this Contract shall become the property of City upon completion of this Contract, or in the event of termination or cancellation hereof, at the time of payment under ARTICLE 8 for work performed. All such data and material shall be furnished to City on request.

ARTICLE 21 FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with City.

ARTICLE 22 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

ARTICLE 23 DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U.S. Department of Transportation (DOT) that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Contract.

City and Contractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, City and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, religion, age, sex, marital status, or national origin in the award and performance of this contract, which is a U.S. DOT-assisted contract.

ARTICLE 24 CONFLICT OF INTEREST

No officer, member or employee of Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Contract.

ARTICLE 25 POLITICAL ACTIVITY; LOBBYING

No funds provided under this Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators.

ARTICLE 26 CRIMINAL PROVISIONS AND SANCTIONS

Contractor agrees that it will perform the Contract activities in conformance with safeguards against fraud and abuse as set forth by the City, the State of Texas, and the acts and regulations of the funding entity. Contractor agrees to promptly notify City of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify City of any accident or incident requiring medical attention arising from its activities under this Contract within twenty-four (24) hours of such occurrence.

Theft or willful damage to property on loan to Contractor from City, if any, shall be reported to local law enforcement agencies and City within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with City, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 27 TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Contract.

ARTICLE 28 ACKNOWLEDGEMENT OF FUNDING SOURCE

Contractor shall give credit to Federal Transit Administration (FTA), Texas Department of Transportation (TxDOT) and City as the funding sources for this Contract in all oral

presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities which arise from this Contract.

ARTICLE 29 DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract which are not disposed of by Contract shall be decided by the City Administrator or his designee, who shall reduce his decision to writing and provide notice thereof to Contractor. The decision of the City Administrator or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor submits a written appeal to the City Administrator. 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. In connection with any hearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the City Administrator after any such hearing, which will not be unreasonably delayed, shall be final and conclusive. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract and in accordance with City's final decision.

ARTICLE 30 GOVERNING LAW; VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Contract shall lie exclusively in Montgomery County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

ARTICLE 31 ORDER OF PRIORITY

In the case of any conflict between the Contract, Contractor Price Proposal (Best and Final Offer), Request for Proposals #2014-8-21, Contractor Proposal and Contractor response to Request for Information, the following order of priority shall be utilized: Contract, Contractor Price Proposal (Best and Final Offer), Request for Proposals #2014-8-21, Contractor Proposal and Contractor response to Request for Information.

ARTICLE 32 INDEMNIFICATION

Contractor shall indemnify and hold harmless City against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Contractor herein. Contractor shall indemnify and hold harmless the City, its officers, agents, and employees from any loss, damage, liability, suits,

judgments, or expense because of damage to property or injuries to persons (including death) and including costs of defense (including, but not limited to, attorneys' fees) to the extent arising from any negligent act, omission, or breach on the part of Contractor, its agents, employees, and subcontractors, in connection with this Contract, or from any breach of any obligations under this Contract.


ARTICLE 33 NOTICES

All notices to either party shall be delivered personally, by nationally recognized courier with all fees pre-paid, or sent by certified U.S. Mail, postage prepaid, addressed to that party at the following addresses:

City of Conroe Transportation Manager 300 W. Davis Street Conroe, TX 78301	Ride Right, LLC Alaina Macia President and CEO 16 Hawk Ridge Drive Lake St. Louis, MO 63367
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All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. Mail, and that request shall be carried out by the other party.

City and Contractor have executed the Contract as of the date first written above.



Webb K. Melder, Mayor
City of Conroe



Alaina Macia
President and CEO
Ride Right, LLC

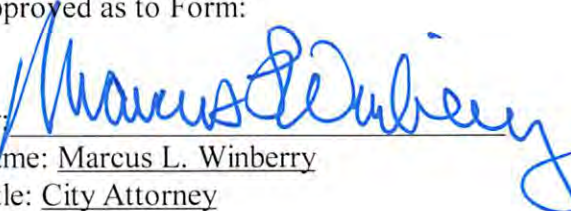
12/31/14

Date

12/31/14

Date

Approved as to Form:

By: 

Name: Marcus L. Winberry
Title: City Attorney

**Contractor Price
Proposal
(Best and Final Offer)**

INITIAL SERVICE PRICING

1. Pricing, Base Period, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	9,966.95	358,810.20
	2	Variable Cost	Revenue Hour	18,000	33.97	611,460.00
Total Price Base Period, Fixed Route Service						970,270.20

Base Period, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
70%	7%	0%	23%

Pricing, Base Period, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	5,505.65	198,203.40
	2	Variable Cost	Revenue Hour	9,000	37.53	337,770.00
Total Price Base Period, ADA Paratransit Service						535,973.40

Base Period, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	6%	0%	21%

2. Pricing Option #1, Fixed Route Services

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	10,150.40	121,804.80
	2	Variable Cost	Revenue Hour	6,000	37.16	222,960.00
Total Price Base Period, Fixed Route Service						344,764.80

Pricing, Option #1, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
69%	8%	0%	23%

Pricing, Option #1, Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	5,608.41	67,300.92
	2	Variable Cost	Revenue Hour	3,000	41.06	123,180.00
Total Price Base Period, Fixed Route Service						190,480.92

Option #1, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
71%	8%	0%	21%

3. Pricing Option #2, Fixed Route Services

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	10,397.84	124,774.08
	2	Variable Cost	Revenue Hour	6,000	39.00	234,000.00
	Total Price Base Period, Fixed Route Service					358,774.08

Pricing, Option #2, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
68%	10%	0%	22%

Pricing, Option #2, Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	5,740.35	68,884.20
	2	Variable Cost	Revenue Hour	3,000	43.06	129,180.00
	Total Price Base Period, Fixed Route Service					198,064.20

Option #2, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
70%	9%	0%	21%

SERVICE EXPANSION PRICING

1. Pricing, Base Period, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	1,343.72	48,373.92
	2	Variable Cost	Revenue Hour	18,000	31.31	563,580.00
Total Price Base Period, Fixed Route Service						611,953.92

Base Period, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
75%	7%	0%	18%

Pricing, Base Period, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	895.56	32,240.16
	2	Variable Cost	Revenue Hour	9,000	36.36	327,240.00
Total Price Base Period, ADA Paratransit Service						359,480.16

Base Period, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
77%	6%	0%	17%

2. Pricing Option #1, Fixed Route Services

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	1,419.16	17,029.92
	2	Variable Cost	Revenue Hour	6,000	32.90	197,400.00
Total Price Base Period, Fixed Route Service						214,429.92

Pricing, Option #1, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	8%	0%	18%

Pricing, Option #1, Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	941.58	11,298.96
	2	Variable Cost	Revenue Hour	3,000	38.26	114,780.00
Total Price Base Period, Fixed Route Service						126,078.96

Option #1, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
76%	7%	0%	17%

3. Pricing Option #2, Fixed Route Services

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	1,457.37	17,488.44
	2	Variable Cost	Revenue Hour	6,000	33.86	203,160.00
	Total Price Base Period, Fixed Route Service					

Pricing, Option #2, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	9%	0%	18%

Pricing, Option #2, Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	967.98	11,615.76
	2	Variable Cost	Revenue Hour	3,000	39.39	118,170.00
	Total Price Base Period, Fixed Route Service					

Option #2, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
75%	8%	0%	16%

Request for Proposals

#2014-8-21



**The City of Conroe
300 W. Davis Street
Conroe, Texas 77305**

REQUEST FOR PROPOSAL

NO. 2014-8-21

**Fixed Route Bus Service with
Americans with Disabilities Act Complementary Paratransit Service**

Issue Request for Proposal:	November 2, 2014
Pre-proposal Conference:	November 10, 2014 at 2:00 P.M. CST
Deadline for Written Questions:	November 14, 2014 at 5:00 P.M. CST
Issue Responses to Questions/Final Addendum:	November 18, 2014
Proposals Due:	November 21, 2014 by 2:00 P.M. CST

PART I
GENERAL

- 1. PURPOSE:** The City of Conroe, hereinafter “City”, seeks to contract with a qualified transportation provider herein after, “Respondent”, to provide transit service and maintenance for Fixed Route Bus Service with Americans with Disabilities Act (ADA) Complementary Paratransit Service, herein after, “Service”. City will furnish the transit vehicles to the transportation provider.

- 2. BACKGROUND:**
 - 2.1.** City is a public transportation grantee of the Federal Transit Administration (FTA) and a sub-recipient of FTA programs administered by the Texas Department of Transportation (TxDOT). City will be reimbursed for the cost of the Service in part by the FTA.

 - 2.2.** The fixed route bus service with ADA complementary paratransit service is a startup transit service within the City limits.
 - 2.2.1.** The fixed route bus service is a single route, which is approximately 18 miles round trip, and provides transportation to the general public with destinations along SH75/Frazier Street, and along sections of North and South Loop 336, **EXHIBIT A**. Initially, the service will operate on 1-hour headways and there will be 54 designated stops with varying amenities.

 - 2.2.2.** The ADA complementary paratransit service provides transportation service to persons with disabilities from origins and destinations within three quarters of a mile of the fixed route, **EXHIBIT A**, Fixed Route Bus Service with ADA Complementary Paratransit Service Maps. This shared-ride service will operate on-demand and will require reservations, scheduling and dispatching.

 - 2.2.3.** The transportation provider will operate the fixed route bus service with ADA complementary paratransit service from 7:00 AM to 7:00 PM Monday through Friday excluding City holidays, **EXHIBIT B**, Holiday Service Schedule for Calendar Years 2015 through 2019.

 - 2.3.** City will furnish the transportation provider with four (4) new Glaval Titan II low-floor buses for the duration of the contract plus any extensions. The transportation provider shall use two (2) vehicles for fixed route bus service and one (1) vehicle for ADA complementary paratransit service. The transportation provider shall use the remaining vehicle as a spare bus for scheduled and unscheduled maintenance.

 - 2.4.** City will contract with a transportation provider, or providers, for a minimum term of three-years. The contract will include the options for City to increase the term of the contract one year at a time for up to two years. The maximum term of the contract with extensions is five (5) years.

- 2.5. City will contract for 6,000 revenue hours per year for the fixed route bus service with the option to add up to 6,000 additional revenue hours per year over the term of the remaining contract. City will pay transportation provider the revenue hour rate in force at the time of the increase and furnish transportation provider with additional buses, as needed.
 - 2.6. City will contract for up to 3,000 revenue hours per year for the ADA complementary paratransit service with the option to add up to 3,000 revenue hours per year over the term of the remaining contract. City will pay transportation provider the revenue hour rate in force at the time of the increase and furnish transportation provider with additional buses, as needed.
 - 2.7. City may request transportation provider to assist with shuttle service during special events sponsored by City. Transportation provider shall not provide this service without the express, written approval of the City Administrator. City will compensate transportation provider at the rate in force at the time of service.
 - 2.8. City reserves the right to request the transportation provider to assist with emergency evacuations resulting from man-made, natural or impending disasters. City shall not request this service if the transportation provider's personnel may be exposed to hazardous or unsafe conditions.
3. **DEFINITIONS:** By submitting a response to this solicitation, the Respondent agrees the City's standard definitions shall govern unless specifically provided otherwise in a separate agreement. Said definitions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes.
- 3.1. **ADA** – The Americans with Disabilities Act of 1990.
 - 3.2. **ADA Complementary Paratransit Service** – A comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.
 - 3.3. **City of Conroe** – A political subdivision of the State of Texas.
 - 3.4. **Conroe Connection** – The City's public transportation program.
 - 3.5. **Deliverables** – Goods, products, materials, and/or services to be provided to the City by Contractor.
 - 3.6. **Demand Response Transit** – A transit mode comprised of buses operating in response to calls from passengers to the transit operator, who then dispatches a vehicle to pick up the passengers at various origins and transport them to various destination.
 - 3.7. **Disability** – A physical or mental impairment that substantially limits one or more of the major life activities with respect to an individual.

- 3.8. FTA** – Federal Transit Administration.
- 3.9. Fixed Cost** – Cost of providing Service that remains more or less unchanged by changes in revenue hours. Fixed cost in the context of this solicitation includes but is not limited to facilities, rent/leases, utilities, furnishings, tools, equipment and non-transit vehicles.
- 3.10. Fixed-Route Bus Service** – A transit mode comprised of buses operating along a prescribed route according to a fixed schedule.
- 3.11. Incident** – An occurrence including, but not limited to, major and minor accident, moving violations where driver is ticketed, medical emergency for passenger or driver, vehicle mechanical failure (breakdown), weather emergency and passengers exhibiting violent, disruptive, or illegal behavior.
- 3.12. Major Accident** – Accident involving a fatality, one or more people are transported for off-site medical care, total property damage equal or in excess of \$25,000 and/or an evacuation due to life safety reasons.
- 3.13. Non-Major Accident** – Accident involving total property damage equal to or in excess of \$7,500 but less than \$25,000 and /or driver is ticketed.
- 3.14. No-Show** – A trip where a driver arrives on time to board the passenger, waits a full five (5) minutes past the scheduled pick up, and the passenger does not show. If the passenger refuses the trip at the point of pick up, then the trip is also considered a No-Show.
- 3.15. Missed Trip** – A trip where the driver did not go to the designated pickup location or make any attempt to contact the passenger.
- 3.16. Pull-In Hours** – The non-revenue time assigned for the movement of a revenue vehicle from its last scheduled terminus or stop to the garage.
- 3.17. Pull-Out Hours** – The non-revenue time assigned for the movement of a revenue vehicle from the garage to its first scheduled pick-up or stop.
- 3.18. Recipient** – Any entity that directly receives federal financial assistance from FTA.
- 3.19. Revenue Hours** – Includes all in-service hours as applied directly to the bus services sought and specified herein. In-service hours do not include pull-out/pull-in hours.
- 3.20. RFP Coordinator** - Sole point of contact at the City for this procurement.
- 3.21. Safety-Sensitive Function** – Limited to any of the following duties:

- 3.21.1. Operating a revenue service vehicle, including when not in revenue service.
- 3.21.2. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License.
- 3.21.3. Controlling dispatch or movement of a revenue service vehicle.
- 3.21.4. Maintaining revenue service vehicle or equipment used in revenue service.
- 3.21.5. Carrying a firearm for security purposes.
- 3.22. **Senior** – Any person who is 65 years of age or older and presents identification showing their age.
- 3.23. **Service Contract** – Contractor provides maintenance and transit service including, but not limited to, administration, management, operations, dispatching, equipment, facilities, maintenance and personnel, and City provides transit vehicles.
- 3.24. **State** – State of Texas.
- 3.25. **Subscription Service** – Trip that re-occurs to and from the same origin and destination, at the same time, on the same days of the week for a period of 60 days or longer. A typical example is dialysis treatment.
- 3.26. **Trip** – A one-way vehicle trip between a passenger's origin and destination.
- 3.27. **TxDOT** – Texas Department of Transportation
- 3.28. **U.S. DOL** – Department of Labor.
- 3.29. **U.S. DOT** – United States Department of Transportation.
- 3.30. **Variable Cost** - Cost of labor, material or overhead that changes according to the change in revenue hours. Variable cost in the context of this solicitation includes but is not limited to operator wages, operational overhead, profit, fuel, insurance, and licensing, which vary with the volume of revenue hours worked.
- 3.31. **Wheelchair** – A mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered.
- 4. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth in **EXHIBIT C**, Minimum Insurance Requirements.
- 5. **EXHIBITS:** Exhibits A through R herein are made a part of this solicitation.

- 5.1. EXHIBIT A: Fixed Route Bus Service with ADA Complementary Paratransit Service Maps**
- 5.2. EXHIBIT B: Holiday Service Schedule for Calendar Years 2015 through 2019**
- 5.3. EXHIBIT C: Minimum Insurance Requirements**
- 5.4. EXHIBIT D: City of Conroe Code of Conduct for FTA Funded Procurement**
- 5.5. EXHIBIT E: Conflict of Interest Questionnaire Form**
- 5.6. EXHIBIT F: Federally Required Contract Clauses**
- 5.7. EXHIBIT G: Respondent/Contractor Pre-Award Certifications**
- 5.8. EXHIBIT H: List of Vendors Qualified as Disadvantage Business Enterprises**
- 5.9. EXHIBIT I: U.S. DOL Letter**
- 5.10. EXHIBIT J: Acknowledgement of Addenda**
- 5.11. EXHIBIT K: Respondent Information Form**
- 5.12. EXHIBIT L: Not used.**
- 5.13. EXHIBIT M: Price Proposal Form**
- 5.14. EXHIBIT N: City of Conroe ADA Complementary Paratransit Plan (DRAFT)**
- 5.15. EXHIBIT O: Glaval Bus Warranty**
- 5.16. EXHIBIT P: Post Award Forms**
 - 5.16.1. Contractor Payment (DBE Participation).**
 - 5.16.2. Annual Service.**
 - 5.16.3. Major Accident.**
 - 5.16.4. Non-Major Accidents and Other Incidents.**
- 5.17. EXHIBIT Q: Fare Structure**
- 5.18. EXHIBIT R: Fixed Route Bus Service Time Points**

6. **QUESTIONS:** The RFP Coordinator is the sole point of contact for this procurement from advertisement through award. All communication between the Respondent and the City on release of this RFP shall be with the RFP Coordinator as follows:

Name	Kristina Colville
E-Mail Address	KColville@cityofconroe.org
Mailing Address	P.O. Box 3066 Conroe, Texas 77305
Physical Address for Delivery	300 W. Davis Conroe, Texas 77305
Phone Number	936-522-3830

7. **OTHER COMMUNICATION:** Any other communication will be considered unofficial and non-binding on the City. No authority is intended or implied that specifications may be amended or alterations accepted prior to proposal opening without written approval of the RFP Coordinator. Respondent are to rely on written statements issued by the RFP Coordinator only.
8. **UNSOLICITED COMMUNICATION:** To insure the fair evaluation of a solicitation, the City prohibits unsolicited communication initiated by the Respondent to a City representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Respondent and the City will be initiated by the RFP Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Unsolicited communication may be grounds for disqualifying the offending Respondent from consideration for award.

PART II
LAWS, REGULATIONS, AND MANDATORY REQUIREMENTS

1. FUNDING:

1.1. A part of the Service may be reimbursed by the U.S. DOT through FTA grants administered by the TxDOT and FTA grants managed directly by City. Use of federal funds requires City and successful Respondent to manage the Service within the grant guidelines and comply with all applicable federal and state regulations and requirements. City may allocate the balance of the necessary funding from City's General Fund, budget permitting.

1.2. Any contract awarded as a result of this procurement is contingent upon the availability of federal and local funding.

2. LAWS, PERMITS AND LICENSES: The successful Respondent shall comply with all federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in the Contract and other Contract documents. Upon request, the successful Respondent shall furnish to City certificates of compliance with all such laws, ordinances, rules, regulations, and orders. The successful Respondent shall be responsible for obtaining and keeping current all necessary federal, state, and local permits and licenses required for performance under Contract.

3. CODE OF CONDUCT: The City of Conroe Code of Conduct, **EXHIBIT D**, establishes minimum standards of conduct that City Council, officers, employees, agents and contractors of the City of Conroe are expected to follow in the performance of their duties specifically related to selection, award, and/or administration of any contract supported by FTA funds.

4. CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is **EXHIBIT E**. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's proposal.

5. FEDERALLY REQUIRED CONTRACT CLAUSES: A part of the Service may be reimbursed by the U.S. DOT through FTA grants administered by the TxDOT and FTA grants managed directly by the City. As a result, the successful Respondent and/or Contractor shall comply with all clauses in **EXHIBIT F**, Federally Required Contract Clauses, and complete the federally required contract certifications in **EXHIBIT G**, Respondent/Contractor Pre-Award Certifications.

6. ADDITIONAL FTA GUIDANCE: The FTA encourages third party contractors to adopt and promote policies and initiatives to increase use of seat belts and reduce distracted driving

with their employees in accordance with the following Executive Orders. Contractor is to include these provisions in subcontracts.

- 6.1. Seat Belt Use.** In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the project.
- 6.2. Texting While Driving and Distracted Driving.** Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.
- 7. ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City.
- 8. DELINQUENT STATE BUSINESS TAX:** All Respondents shall certify that Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45, by completing the Delinquent State Business Tax certification in **EXHIBIT G**, Respondent/Contractor Pre-Award Certifications.
- 9. DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

 - 9.1.** The requirements of 49 CFR Part 26, Regulations of the U.S. DOT, apply to this contract as defined in **EXHIBIT F**, Federally Required Contract Clauses. It is the policy of the City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this RFP. The Respondent is encouraged to utilize services of DBE Banks and Financial Institutions.
 - 9.2.** The Respondents are required to document all subcontractor participation including non-DBE subcontractors by completing the Respondent/Contractor Certification in **EXHIBIT G**, Respondent/Contractor Pre-Award Certifications. Award of this contract is conditioned on submission of the following information with the certification:

 - 9.2.1.** the names and addresses of subcontractors that will participate in the contract;
 - 9.2.2.** a description of the work that each subcontractors will perform;

- 9.2.3. whether the subcontractors is a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - 9.2.4. the ethnic code, as described in the form;
 - 9.2.5. the age of the firm;
 - 9.2.6. the annual gross receipts from the firm;
 - 9.2.7. the dollar amount of the participation of each DBE firm participating; and
 - 9.2.8. written confirmation from the DBE and/or SBE on the DBE and SBE Subcontractor Letter of Intent in **EXHIBIT G**, Respondent/Contractor Pre-Award Certifications.
- 9.3. Possible subcontracting opportunities include, but are not limited to, the industries in the following table. A detailed list of vendors who currently qualify as DBEs is provided in **EXHIBIT H**, List of Vendors Qualified as Disadvantage Business Enterprises. The following table shows industries by North American Industry Classification System (NAICS) codes that may supply goods and services to your company.

Industry	NAICS Code
Automobile and Other Motor Vehicle Merchant Wholesalers	423110
Motor Vehicle Supplies and New Parts Merchant Wholesalers	423120
Tire and Tube Merchant Wholesalers	423130
Motor Vehicle Parts (Used) Merchant Wholesalers	423140
Men’s and Boys’ Clothing and Furnishings Merchant Wholesalers	424320
Women’s, Children’s, and Infants’ Clothing and Accessories Merchant Wholesalers	424330
Footwear Merchant Wholesalers	424340
Automotive Parts and Accessories Stores	441310
Tire Dealers	441320
Office Supplies and Stationary Stores	453210
Motor Vehicle Towing	488410
Industrial Launderers	812332

10. STATE SALES AND USE TAX: City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Chapter 151, Texas Tax Code. Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

11. INDEMNIFICATION: Contractor shall defend, indemnify, and hold harmless the City of Conroe, its elected officials, officers, employees and agents from and against any and all claims, costs, losses, and damages asserted by any person for personal injury, sickness, death

or property damage of any kind or character (including but not limited to fees and costs for attorneys, expert witnesses, professional consultants, mediation, arbitration, or court costs) that is caused in whole or in part by the negligence of Contractor or any person, subcontractor or supplier directly employed or engaged by Contractor to provide work, goods or services under this contract, regardless of whether or not also caused in part by the negligence of the City of Conroe or another party entitled to indemnification.

12. INDEPENDENT CONTRACTOR RELATIONSHIP: Respondent is and shall perform the Service as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Respondent nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.

PART III
INSTRUCTIONS

1. SOLICITATION SCHEDULE:

Issue Request for Proposal	November 2, 2014
Pre-proposal Conference at 2:00 P.M. CDT	November 10, 2014
Deadline for Written Questions at 5:00 P.M. CDT	November 14, 2014
Issue Response to Questions/Final Addendum	November 18, 2014
Proposals Due by 2:00 P.M. CST	November 21, 2014
Award Contract to Successful Respondent	December 11, 2014
Begin Service	January 5, 2015

- 1.1.** City reserves the right to revise the above schedule. Notice of date changes will be posted to the City’s webpage, <http://www.cityofconroe.org/departments/purchasing/bids-rfp-rfq-awards>.
- 1.2.** All questions regarding the RFP shall be submitted in writing by the due date and time noted above to the City’s RFP Coordinator identified in Part I, General, of the RFP. A copy of all questions submitted and the City’s responses shall be posted on the City’s webpage, <http://www.cityofconroe.org/departments/purchasing/bids-rfp-rfq-awards>.

2. PROPOSAL DUE DATE AND TIME:

- 2.1.** Signed and sealed proposals are due to the City no later than the due date and time noted above. The envelope or package must show the return address, solicitation number, solicitation title, "SEALED PROPOSAL", due date and the following address:

City of Conroe
Attn: Marla Porter
300 W. Davis Street
Conroe, Texas 77305

- 2.2.** Any proposal that is received at the address above after the time and date established above is a late proposal and will not be considered. All such proposals will be returned unopened to the Respondent via U.S. Mail. Envelopes received by the City, which do not contain adequate proposal identification information on the outside of the envelope, will be opened for the purpose of ascertaining proper proposal identification information and will be processed like any other proposal. If a proposal has incorrect information on

the envelope, e.g., wrong due date, which results in it not being considered for award, the proposal will be considered as an invalid proposal and will not be accepted. Any proposal that is not signed may be removed from consideration. If a proposal is submitted with a material failure to comply with the RFP requirements, then the proposal may be removed from consideration.

- 2.3.** Respondents mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Respondents assume the risk for the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted electronically or using facsimile transmission.

3. PROPOSALS:

- 3.1. Acceptance/Rejection:** The City reserves the right to accept or reject any and/or all proposals for any or all services covered in this RFP. The City makes no warranty or guarantee that an award will be made as a result of this RFP.
- 3.2. Addenda:** The City reserves the right to modify, waive any formalities or minor technical inconsistencies, and delete any requirement, excluding mandatory requirements, from this RFP prior to the date and time of the proposal deadline. The City shall make any modifications, waivers, interpretations, corrections, or changes to the RFP by written addenda. Sole issuing authority of addenda shall be vested in the RFP Coordinator. Addenda shall be sent to all who are known to have received a copy of the RFP. All such addenda become, upon issuance, an inseparable part of the RFP and must be met for the Respondent's proposal to be considered. All Respondents shall acknowledge receipt of all addenda by completing **EXHIBIT J**, Acknowledgement of Addenda, and submitting the acknowledgement with Respondent's proposal. Material or cardinal changes to the RFP after the proposals are opened may result in cancellation of the solicitation without award.
- 3.3. Content:** Representations made by Respondent within its proposal will be binding. The City may reject any proposal that fails to comply with the requirements contained herein. Respondents taking exception to the specifications, terms, and conditions in the RFP and/or offering substitutions shall submit these exceptions and/or substitutions on the Respondent Information Form, **EXHIBIT K**.
- 3.4. Preparation:** The City will not be liable for any costs incurred by any Respondent in preparing a response to this RFP. Respondents submit proposals at their own risk and expense. All proposals and their accompanying documentation will become the property of the City.
- 3.5. Respondent Changes to RFP:**
- 3.5.1.** Respondent may make any corrections, deletions, or additions to proposals in writing prior to the date and time of the proposal deadline. The Respondent shall

submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signature on the letter must be original and of equal authority as the signature on the original proposal. No oral, telephone, fax, e-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted.

3.5.2. Respondent may not alter or amend proposals after the date and time of the proposal deadline. A Respondent may reduce its price provided that the Respondent is the lowest or best value Respondent and is otherwise entitled to award.

3.6. Withdrawal: A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the date and time of the proposal deadline. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the proposal.

3.7. Clarification: The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the RFP deadline has passed.

3.8. Confidentiality of Content:

3.8.1. All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

3.8.2. Information in a proposal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with "CONFIDENTIAL" stamped in bold red letters on that section of the document. The City will not be responsible for any public disclosure of confidential information, if it is not clearly marked as confidential.

3.8.3. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

3.9. Order of Precedence: Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

3.9.1. Contract

3.9.2. Request for Proposal Instructions and Conditions

- 3.9.3. Proposal Guidelines, if any
- 3.9.4. Other documents, exhibits and attachments
- 3.9.5. Respondent's Proposal

4. PRE-PROPOSAL CONFERENCE:

- 4.1. The City shall conduct a Pre-Proposal Conference for all prospective Respondents to ask questions regarding the solicitation. Attendance is strongly encouraged, but not mandatory. Respondents are encouraged to submit questions, prior to the pre-proposal conference, to the RFP Coordinator identified in Part I, General.
- 4.2. The Pre-Proposal Conference will be held on the date and time shown in the Solicitation Schedule at the following location.

The City of Conroe
Greater Conroe Economic Development Corporation
505 West Davis Street
Conroe, Texas 77301

- 4.3. Attendance by teleconference is available by calling the number below at the date and time shown in the Solicitation Schedule.

1-800-747-5150, Access Code: 2368002

- 4.4. Responses to questions raised at the Pre-Proposal Conference will be documented and posted on the City's website, <http://www.cityofconroe.org/departments/purchasing/bids-rfp-rfq-awards>.

5. QUALIFICATIONS:

- 5.1. The opening of a solicitation shall not be construed as the City's acceptance of such Respondent as qualified and responsive. All Respondents shall:
 - 5.1.1. Be firms, corporations, individuals, or partnerships normally engaged in the provision of services specified herein;
 - 5.1.2. Have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City; and
 - 5.1.3. Identify any subcontractors to be used for the Service. Experience, qualifications, and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

6. PROPOSAL REVIEW AND EVALUATION CRITERIA:

- 6.1.** All proposals shall be reviewed to determine which proposals are responsive to the submission requirements detailed herein. A responsive Proposal is one that follows the RFP requirements, includes all requested documentation, is submitted in the format outlined, is submitted by the Proposal deadline, and has the appropriate certifications and forms completed with signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed nonresponsive.

- 6.2.** All proposals received shall be evaluated by a committee based on criteria developed by the City. In evaluating proposals, the City may consider the extent to which the Respondent's services meet the City's needs and specifications, as stated herein, and the following criteria, in order of importance:
 - 6.2.1.** Experience, qualifications and quality of the Respondent's services;
 - 6.2.2.** The total long-term cost to the City to acquire the Respondent's services;
 - 6.2.3.** Reputation of Respondent;
 - 6.2.4.** Any relevant criteria specifically listed in the RFP; and
 - 6.2.5.** Best value for the City.

- 6.3.** Respondents may be required to make an oral presentation to the evaluation committee to further present their qualifications. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the Service to be provided. In addition, the evaluation committee may visit the respondent's operations and make judgments directly affecting the evaluation of the proposal.

- 6.4.** Submission of a proposal implies the Respondent's acceptance of the evaluation criteria and Respondent's recognition that subjective judgments must be made by the evaluating committee.

- 6.5.** All proposals submitted are to be valid for a period of ninety (90) days. Failure to enter into a subsequent contract within 45-calendar days of the acceptance of a Proposal will render the Proposal invalid as the sole option of the City.

7. CONTRACT NEGOTIATIONS:

- 7.1.** In establishing a Contract as a result of the selection process, the City shall prepare and submit a draft contract to the successful Respondent. The Respondent shall have five (5) days to review and provide comments to the City. The City may consider all comments, as long as the changes do not substantively change the terms and conditions in the RFP and the Respondent's Proposal.

8. CONTRACT:

8.1. Contract Award: The successful Respondent will be required to execute a Contract with City, which finalizes the terms and conditions set forth in the requirements of this RFP and the successful Respondent's Proposal. No award can be made until the City of Conroe City Council considers and approves execution of the contract.

8.2. Contract Extension: Prior to the expiration of the Contract, City reserves the right to extend the Contract. City also reserves the right to extend the Contract up to 90 days past the Contract term or extension term and require Contractor to perform all services at the rate set forth in the initial contract or contract extension.

9. PROTESTS: Any interested party who is aggrieved in connection with the solicitation, evaluation, or award of an Agreement may file a protest with the Purchasing Director of the City, herein after, Manager, and appeal any adverse decision to the Director of Finance of the City, herein after Director. Such protest must be in writing and submitted to the Manager as follows:

9.1. Pre-Bid / Pre-Proposal Protests: Protests pertaining to the terms, conditions or proposed form of procurement must be received by the Manager within five (5) business days prior to the date established for the opening of bids or receipt of responses. Untimely, or late protests, will not be considered, unless the Manager concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system. Submit all protests to:

City of Conroe
Purchasing Department
Attn: Kristina Colville
300 West Davis
Conroe, Texas 77301

9.2. Post-Award Protests: Protests concerning award decisions, including bid evaluations, must be received by the Manager within five (5) business days after award has been made and recognized by the City Council. Untimely, or late protests, will not be considered, unless the Manager concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system.

9.3. Interested Parties: For the purposes of this procedure, "interested parties" shall be defined as follows:

9.3.1. For Pre-Bid / Pre-Proposal Protests concerning the terms, conditions or form of a proposed procurement, any prospective Respondent whose direct economic interest would be affected by the award, or failure to award an Agreement.

9.3.2. For Post-Award Protests concerning award decisions, only those actual Respondents, who have submitted a response to this solicitation and who, if their complaint is deemed by the City to be meritorious, would be eligible for selection as the successful Respondent for award of an Agreement.

9.4. All formal protests shall be signed, notarized and reference the following:

9.4.1. Name, address, and telephone number of the interested party;

9.4.2. Solicitation number and title;

9.4.3. Specific statutory or regulatory provision(s) that the action under protest is alleged to have violated;

9.4.4. Specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above;

9.4.5. Precise statement of facts;

9.4.6. Identification of the issue(s) to be resolved; and

9.4.7. Argument and authorities in support of the protest.

9.5. The Manager shall have the authority, prior to any appeal to the Director, to settle any dispute and resolve the protest. The Manager may solicit written responses regarding the protest from other interested parties. If the protest is not resolved by mutual agreement, the Manager will issue a written determination on the protest.

9.5.1. If the Manager determines that no violation of rules or statutes has occurred, he or she shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination.

9.5.2. If the Manager determines that a violation of the rules or statutes has occurred and an Agreement has not yet been awarded, he or she shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial action.

9.5.3. If the Manager determines that a violation of the rules or statutes has occurred and an Agreement has been awarded, he or she shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination, which may include ordering of the Agreement void.

9.5.4. If the protest is not resolved by mutual agreement, the Manager will issue a written determination on the protest.

- 9.6. Appeals:** The Manager's determination on a protest may be appealed to the Director. An appeal to the Director must be received no later than ten (10) business days after the date of the written determination issued by the Manager, and be addressed as stated above of this procedure except, Attn: Director of Finance, and sent via certified mail. The appeal shall be limited to a review of the determination made by the Manager.
- 9.7.** The Director and City Attorney/Legal Counsel for the City will review the protest, the Manager's determination, any responses from interested parties, and the appeal, and prepare a written response to the protesting party.
- 9.8.** The Director's response shall be the final administrative action taken by the City.
- 9.9.** Any protest submitted must follow these procedures or it will be returned without action.

10. PROPOSAL REQUIREMENTS:

- 10.1.** To achieve a uniform review process and obtain the maximum degree of comparability, the Proposals shall be organized in the manner specified below. Proposals shall be submitted on printed, bound 8 ½" X 11" sheets of paper using 12-point type double-spaced. Three-ring binders will be accepted. Do NOT submit the entire RFP with your Proposal. The original RFP with Exhibits and all addenda will be included in the Contract as an attachment.
- 10.2.** Respondents are required to submit eight (8) printed and bound copies of their Proposal and two (2) electronic copies on compact disc. The printed copies must include two (2) copies with original signature and six (6) copies may have photocopied signatures.
- 10.3.** Proposals that do not conform to the instructions given or address all the requirements, as specified herein may be eliminated from consideration. The City, however, reserves the right to accept such proposals if it is determined to be in the City's best interest. The proposal shall include:
- 10.3.1. Title Page:** Show the solicitation title and number, name of Respondent, address, telephone number(s), e-mail, name of contact person, and date and time due.
- 10.3.2. Table of Contents (Tab 1):** Clearly identify the materials by Tab and Page Number. Page numbers are required throughout the proposal.
- 10.3.3. Letter of Transmittal and Acknowledgement of Addendum (Tab 2):** Respondents should submit a letter expressing their interest in the project. The letter must contain, at a minimum, the following information:
- 10.3.3.1.** Briefly state the Respondents understanding of the Service to be performed and make a positive commitment to provide the services as specified herein.

10.3.3.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number, fax number, and e-mail address.

10.3.3.3. The letter shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the Respondent. The name and title of the individual(s) signing the proposal shall be clearly shown immediately below the signature.

10.3.3.4. Acknowledge receipt of all addenda by completing **EXHIBIT J**, Acknowledgement of Addenda. Respondents shall include both **EXHIBIT J** as well as the Addenda(s).

10.3.4. Qualification and Experience of Respondents (Tab 3): Respondent shall demonstrate that they are qualified and experienced with providing the Services, specified herein, by providing an overview of Respondents history, organizational structure, location of firm and project team, and a list and description of similar transportation services provided by Respondent. The description shall include the location, contract amount, if applicable, description of service, such as service area, number of passengers carried per day, number of vehicles, number of trips per day, etc., and the contracting entity, if applicable. Respondent is encouraged to report any problems encountered and corrective actions taken, as well as any efforts taken to manage or mitigate risk.

10.3.5. Qualification and Experience of Key Staff (Tab 4): Respondents shall identify the key individuals (Owner, General Manager, Finance Director, Billing Manager, and/or equivalent positions) to be assigned to this Service. Respondent must also provide experience summaries of these key individuals, describing for each individual, their previous experience with providing similar Service.

10.3.6. Required Financial Statements (Tab 5): Respondent shall provide information on the firm's financial resources and stability to include:

10.3.6.1. Three (3) years of audited financial statements, if publically owned entity;

OR

10.3.6.2. Prior year's audited financial statement, previous two (2) years of income/expense sheets and balance sheets, and two (2) years of debt/income ratios, if a privately held firm. The City considers this information as sensitive and confidential. As a result the Respondent may submit a single copy of this financial information in a sealed envelope marked with a return address, solicitation number, project title, and "CONFIDENTIAL". The City shall destroy the financial information after the contract is awarded.

10.3.7. References (Tab 6): Respondents shall provide at least three (3) references for which the same or similar Service has been provided. Include a point of contact, address, e-mail, phone number and a brief description of the Service provided. The City will conduct reference checks to verify and validate vendor's performance. Reference checks indicating poor or failed performance may be cause for rejection of the Proposal submitted. **Failing to provide verifiable references may result in the Respondent being non-responsive and removed from consideration.**

10.3.8. Respondent Information Form (Tab 7): Respondent shall complete the Respondent Information Form (**EXHIBIT K**) showing the number of personnel, equipment and other operational services that will be used to meet the requirements herein.

10.3.8.1. Company Information

10.3.8.2. Company Practices

10.3.8.3. Company Policies and Procedures

10.3.8.4. Subcontractor Information

10.3.8.5. Exceptions / Substitutions

10.3.9. Service Implementation Plan (Tab 8): Respondent shall prepare a Service Implementation Plan based on City issuing a Notice to Proceed on December 12, 2014 and a Service start date of January 5, 2015. The Plan shall include milestones, critical tasks and a timeline for hiring personnel and acquiring any needed facilities and/or equipment.

10.3.10. Price Proposal Form (Tab 9): Complete and sign the Price Proposal Form (**EXHIBIT M**) to include the unit cost for the Service specified herein.
Respondents may propose on one or both services.

10.3.11. Certifications (Tab 10): Respondent shall provide fully executed certifications, as identified herein. Failing to provide the following certifications may result in the Respondent being removed from consideration for Contract award.

10.3.11.1. Insurance: Respondent/Contractor shall provide a Certificate of Liability Insurance or a letter stating the Respondent/Contractor's ability to obtain the insurance coverage in accordance with **EXHIBIT C**, Minimum Insurance Requirements. If the successful Respondent/Contractor submits a letter, then they shall submit a certificate of insurance prior to commencing Service.

10.3.11.2. Respondent/Contractor Pre-Award Certifications (EXHIBIT G):

10.3.11.2.1. Lobbying Certification

10.3.11.2.2. Suspension and Debarment Certification

10.3.11.2.3. Respondent/Contractor Certification:

10.3.11.2.4. DBE and SBE Subcontractor Certification

10.3.11.2.5. Delinquent State Business Tax Certification

10.3.11.3. Conflict of Interest Questionnaire: The Respondent shall determine if a conflict of interest exists between the Respondent and Respondent's subcontractors and the current Mayor and City Council, <http://www.cityofconroe.org/departments/mayor-and-city-council/mayor-and-staff> and <http://www.cityofconroe.org/departments/mayor-and-city-council/city-council>. Whether a conflict of interest exists or not, the Respondent shall submit a Conflict of Interest Form, **EXHIBIT E**.

11. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP shall be considered for award. Respondents taking exception to the scope of work, terms, and conditions and/or offering substitutions shall state these exceptions in **EXHIBIT K**. The absence of such a list shall indicate that the Respondent has taken none and City shall hold the successful Respondent responsible to perform in strict accordance with the Contract. City reserves the right to accept and/or reject the exceptions and/or substitutions as deemed to be in the best interest of City.

PART IV
SCOPE OF WORK

1. **INTENT:** City seeks a qualified transportation service provider, also referred to as Contractor, to provide transit service and maintenance for Fixed Route Bus Service with Americans with Disabilities Act (ADA) Complementary Paratransit Service, herein after, “Service”, within the city limits of Conroe. This is a new Service. The City will furnish the transit vehicles to contractor.
 - 1.1. Contractor shall provide Service inclusive of all necessary administration, management, operations, reservation, dispatching, equipment, facilities, maintenance, and personnel, but excluding transit vehicles, which the City will furnish.
 - 1.2. Contractor shall provide transportation service on a fixed route to the general public, who may include seniors, persons with disabilities, and persons with mobility devices, also referred to as wheelchairs.
 - 1.3. Contractor shall provide ADA Complementary Paratransit Service, which is also referred to as demand response transit and shared ride service, to any persons with disabilities, persons with mobility devices, also referred to as wheelchairs, and personal care attendants (PCAs), who accompany and assist a person with disabilities, with a city-issued identification card. The City is solely responsible for issuing the identification cards.
2. **TRANSIT SERVICE:**
 - 2.1. **Fixed Route Bus Service:**
 - 2.1.1. **Initial Service:** Contractor shall operate fixed route transit service along a single route, which is approximately 18 miles round trip, **EXHIBIT A**, Fixed Route Bus Service with ADA Complementary Paratransit Service Maps. The service operates on one-hour headways. There are 54 designated stops with varying amenities. Contractor shall be required to meet or exceed the level of performance for on-time fixed route service as specified in paragraph 9.5.2, On-Time Performance. Initially, on-time for fixed route service is between five (5) minutes early and five (5) minutes late as measured at the time points shown on **EXHIBIT R**, Fixed Route Bus Service Time Points.
 - 2.1.2. **Service Change:** City reserves the right to implement service changes to the routes, times and bus stops. City will coordinate all changes with Contractor 30 days in advance of implementation.
 - 2.1.3. **Reduced Headway:** City reserves the right to reduce headways on the existing route by furnishing Contractor with additional transit vehicles. City will coordinate

with Contractor at least 90 days in advance of implementation. City will compensate Contractor at the rate in force at the time of implementation.

2.1.4. Service Expansion: City reserves the right to expand service by furnishing Contractor with an additional transit vehicle(s) for a new route. City will coordinate with Contractor at least 90 days in advance of implementation. City will compensate Contractor at the rate in force at the time of implementation.

2.2. ADA Complementary Paratransit Service:

2.2.1. Service: Contractor shall operate complementary paratransit service on a demand-response basis and in accordance with the City's ADA Complementary Paratransit Plan, **EXHIBIT N**. Contractor shall be required to meet or exceed the level of performance for complementary paratransit service in paragraph 9.5.2, On-Time Performance. On-time performance for paratransit service is between 15 minutes prior to and 15 minutes after the scheduled pick up time as measured at the origin and destination.

2.2.2. Service Area: The service area is limited to origins and destinations within three quarters of a mile of the fixed route, **EXHIBIT A**, Fixed Route Bus Service with ADA Complementary Paratransit Service Maps.

2.2.3. Daily Trip Projections: The total number of one-way trips, average trip distance and revenue hours is unknown because this is a new service. Contractor will be compensated for actual revenue hours (variable cost) the service is operated plus the monthly fixed cost. Over time, demand is expected to grow as persons with disabilities who live in the service area learn about the service. Based on the demand, City may provide Contractor with one or two smaller vehicles sized to meet the demand. If an additional vehicle is provided, City will compensate Contractor at the rate in force at the time of vehicle delivery.

2.2.4. Reservations:

2.2.4.1. Contractor shall take reservations Sunday through Friday from 8:00 AM to 5:00 PM. Contractor is responsible for screening passengers for service eligibility using the City's list of eligible passengers.

2.2.4.2. Contractor's schedule shall include passenger's name, phone number, origin address, destination address, desired arrival time, return trip origin and destination addresses, and desired pick-up time after the trip purpose is completed.

2.2.4.3. Contractor shall prepare manifests and assign a driver(s) and vehicle(s).

- 2.2.4.4. Contractor may schedule and is encouraged to schedule shared-rides, but individual trips shall take no longer than the equivalent trip time for the fixed route service, including walking time to or from the bus stop.
- 2.2.4.5. Contractor shall not deny trips.
- 2.2.4.6. Contractor shall not maintain waiting lists.
- 2.2.4.7. Contractor shall not place callers on long hold times.
- 2.2.4.8. Contractor shall not take same day reservations.
- 2.2.4.9. Contractor shall not consider cancellations received at least one (1) hour prior to the scheduled pick up time as a no-show.
- 2.2.5. **Dispatching:** Contractor shall communicate with passengers and drivers regarding cancellations, late pickups, no-shows, refused trips, and missed trips
- 2.2.6. **Vehicle:** Contractor shall use only ADA-compliant vehicle(s) for the service.
- 2.2.7. **Restrictions:**
 - 2.2.7.1. Contractor shall not restrict trip purpose or limit the number of trips.
 - 2.2.7.2. Contractor may provide subscription services for medical and dialysis trips as long as it does not impede any other scheduled trips.
- 2.3. **Hours of Operation:** Contractor shall operate Service Monday through Friday from 7:00 AM to 7:00 PM excluding holidays observed by the City, **EXHIBIT B**, Holiday Service Schedule for Calendar Years 2015 through 2019, and during emergency conditions, such as disasters and weather related events where operating transportation services is dangerous to passengers and contractor. There are approximately 250 operating days per calendar year.
- 2.4. **Special Events:** City may request Contractor to assist with shuttle service during special events sponsored by City. Contractor shall not provide this service without the express, written approval of the City Administrator. City will compensate Contractor at the rate in force at the time of service.
- 2.5. **Emergency Evacuation:** City may request Contractor to assist with emergency evacuations resulting from man-made, natural, or impending disasters. Contractor may refuse the request if Contractor determines their personnel may be exposed to hazardous or unsafe conditions. Contractor shall not provide this service without the express, written approval of the City Administrator. City will compensate Contractor at the rate in force at the time of service.

3. TRANSIT SERVICE RULES AND GUIDELINES: Contractor shall comply with the following City Service rules and guidelines:

3.1. The following rules and guidelines apply to all transit Service.

- 3.1.1.** State law requires all passengers and the driver to wear seatbelts.
- 3.1.2.** No smoking or use of any tobacco products is allowed in the vehicle at any time including vehicles not in service.
- 3.1.3.** No food, drink, or smoking allowed.
- 3.1.4.** No music players allowed without use of earphones.
- 3.1.5.** No profanity or abusive language.
- 3.1.6.** Children under 6 years must be accompanied by an adult.
- 3.1.7.** Contractor may refuse service to passengers exhibiting violent, disruptive, or illegal behavior. Contractor must verbally notify the City about all service refusals and complete an incident report, as specified herein.
- 3.1.8.** Contractor shall accept service animals on all vehicles; however the service animal must be under full control of the owner at all times.
- 3.1.9.** Passengers may travel with life-support equipment, such as portable oxygen, provided such transport does not violate laws or rules related to transportation of hazardous materials. The safety and use of this equipment is the responsibility of the passenger.
- 3.1.10.** Weapons, explosives, car batteries, flammable liquids, and other hazardous materials are not permitted on the bus.
- 3.1.11.** No weapons of any kind are allowed in the vehicles.

3.2. ADA Complementary Paratransit Service:

- 3.2.1.** Contractor shall maintain two-way communication with drivers at all times to relay passenger cancellations, respond to incidents, and monitor on-time pickups.
- 3.2.2.** Passengers are requested to be ready 15-minutes before the assigned pick-up time. If the vehicle should be available to board within 15-minutes before or 15 minutes after the scheduled pickup time, the trip is classified as on time. If driver arrives more than 15-minutes after scheduled pick-up time, the trip is classified as late. Contractor shall document all late trips and report the late trips to the City monthly.

- 3.2.3.** A trip is considered a “No-Show” when a driver arrives on time to board the passenger, waits a full five (5) minutes past the vehicle’s arrival, and the passenger does not show. If the passenger refuses the trip at the point of pick up, then the trip will also be considered a No-Show. Contractor must verbally notify the City about all no show trips and report all no-show trips to the City monthly.
- 3.2.4.** A missed trip is defined as a trip when the driver did not go to the designated pickup location. Contractor shall notify the passengers immediately, notify the City immediately, and report all missed trips to the City monthly.
- 3.2.5.** Contractor shall not charge a scheduled PCA a fare to board the bus.
- 3.2.6.** Contractor shall charge all companions the same fare as the eligible paratransit rider.
- 3.2.7.** Contractor shall not provide assistance over the threshold of any facility, or provide assistance with bags, packages, personal items, or other items.

4. TRANSIT VEHICLES:

- 4.1. Vehicles:** City will own and furnish contractor with four (4) new Glaval Titan II low-floor buses for the duration of the contract.
 - 4.1.1.** Contractor shall use two (2) vehicles for fixed route bus service, one (1) vehicle for ADA complementary paratransit service and the remaining vehicle as a spare for scheduled and unscheduled maintenance. Contractor shall rotate the use of the buses to maintain equal utilization of the buses in both hours and miles.
 - 4.1.2.** Contractor shall not operate City’s transit vehicles in revenue service outside the hours of operation except with the express, written approval of the City Administrator.
 - 4.1.3.** City reserves the right to inspect transit vehicles and all transit vehicle records.
- 4.2. Warranty:** The buses are warranted by Glaval Bus, Division of Forest River, Inc., in accordance with the terms and conditions shown on the Glaval Bus Warranty, **EXHIBIT O**. Contractor shall be responsible for obtaining warranty work from the dealership and notifying City when any warranty work is requested. In addition, Contractor shall provide City with dealership performing the work and the cost of the work performed as if the work was not under warranty.
- 4.3. Operations:** Contractor shall only place in service buses meeting or exceeding the following minimum requirements.
 - 4.3.1.** Current registration and inspection. Contractor shall notify City 30 days prior to expiration.

4.3.2. Fully operational safety items including, but not limited to, lights, brakes, horn, tires, and seat belts.

4.3.3. Fully functional heating and air-conditioning system, wheel chair ramp, wheel chair tie down, securement belts, flip seats, communication system, fare collection equipment, and destination signs.

4.3.4. Clean interior and exterior.

4.3.4.1. Clean all dirt and accumulated grime every service day.

4.3.4.2. Sweep floors and vacuum seats every service day.

4.3.4.3. Clean windows every service day.

4.3.4.4. Contractor shall use cleaning products as specified by the original equipment manufacturer (OEM). City has the right to inspect and approve any cleaning products not specified by the OEM.

4.3.5. Free of body damage, missing or unpainted panels and interior and exterior graffiti.

4.3.6. Free from roaches and other vermin. Contractor is expressly prohibited from using any vermin control product that would be hazardous to the health and well-being of the passengers and operator of the bus. Extermination or vermin spray shall be scheduled to assure there are no offensive odors during service hours.

4.4. Safety Equipment: Contractor shall maintain the following safety equipment on each bus.

4.4.1. Rechargeable five (5) pound dry chemical fire extinguisher (provided with bus).

4.4.2. Fully stocked first aid kit (provided with bus).

4.4.3. Three (3) folding triangle reflectors with storage container (provided with bus).

4.4.4. One (1) triangular wheel chock.

4.4.5. Bodily fluids clean up kit.

4.4.6. Public address system (provided with bus).

4.4.7. Two-way communication system. Contractor shall equip each bus and spare bus with a two-way radio or cellular telephone for communication between the bus operator and Contractor's dispatcher and supervisory personnel.

4.4.8. Back-up warning device.

4.4.9. 6-camera interior and exterior video monitoring system.

4.5. Maintenance: Contractor shall perform all inspection, repair, maintenance and replacement services for buses and spare buses. City shall have immediate and unrestricted access to all Contractor's maintenance facilities between the hours of 8:00 AM and 5:00 PM, Monday through Friday to include access to vehicles, and associated maintenance records.

4.5.1. Contractor shall have all required technical capability, facilities, and equipment to perform all inspections and scheduled and unscheduled maintenance including, but not limited to, electrical, mechanical, heating and air-conditioning system, equipment required for ADA accessibility, heavy repair, power train repair, body work of any type, painting, major and minor cleaning, and pest control necessary to maintain the buses and buses designated as spares in a safe, reliable, fully-functional, fully-operational, and well-maintained condition.

4.5.2. Contractor's Preventative Maintenance Program shall follow the original equipment manufacturers preventative maintenance requirements and be approved by City prior to start-up of Service. The program shall identify maintenance intervals and the associated inspections and services to be performed by Contractor, as well as any forms used to document preventative maintenance. The driver's pre-trip and post-trip inspections shall be included under the program.

4.5.3. Contractor shall keep a vehicle maintenance file, which documents all maintenance performed, including preventive maintenance, scheduled inspections, warranty repairs, recalls, parts usage, fuel and oil usage, work orders for unscheduled maintenance, and labor expended for each vehicle used for Service. Contractor shall keep maintenance records current for the life of the Contract. Contractor shall provide a copy of all maintenance records to City upon Contract completion, including any extensions, or termination.

4.5.4. Contractor shall provide all fuel, oil, lubricants, materials and supplies, trailers, towing vehicles, and special tools necessary to perform repair and preventive maintenance. When major repairs are required, such as major engine and component overhaul, Contractor shall use only parts that meet or exceed Original Equipment Manufacturer (OEM) Specifications. All costs associated with preventative maintenance and repairs are the responsibility of contractor.

4.5.5. Contractor shall properly maintain all transit vehicles including a clean interior, a clean exterior, sufficient fuel for the day's schedule, routine maintenance, State Inspections, and any other maintenance to keep the buses clean and in working order. Each driver shall perform a pre-trip and post-trip inspection. All fluid levels of each vehicle must be checked daily and refilled as necessary. All exterior and

interior lights are to be inspected and replaced as required. Each vehicle shall be free of outer body and interior damages (e.g., dents, torn upholstery, worn flooring) at all times. Contractor shall be required to maintain the interior and exterior paint, including spot painting, decal replacement and, when necessary, painting the entire vehicle. Paints used shall be compatible with the existing finish. All overspray shall be removed after any bodywork or touch-up painting is completed.

4.6. Vehicle Breakdown: Contractor shall maintain procedures in the event of mechanical breakdown. Contractor shall be responsible for taking immediate action to continue the transportation of the passengers to their destination with as little delay as possible. Contractor is solely responsible for retrieval and repair of any vehicle that goes out of service for any reason. City will not provide or reimburse Contractor for any retrieval, towing, and/or repair services.

5. NON-TRANSIT VEHICLES, FACILITIES, EQUIPMENT, MATERIALS, AND MAINTENANCE: Contractor shall provide all non-transit vehicles, facilities, equipment, and materials for the operation and maintenance of Service including, but not limited to: non-transit vehicles, maintenance and storage facilities, equipment, furnishings, parts, materials, supplies, fuel, and tools.

5.1. Facilities: Contractor shall provide all facilities necessary to provide Service under this Contract. Facilities required may include, but are not limited to office, vehicle maintenance, vehicle storage, dispatching, and vehicle inspection. Contractor shall be responsible for payment of all rents/leases, utilities, and insurance, and providing all furnishings, equipment, and supplies associated with the facilities. The facilities shall meet all federal, state, and local guidelines/regulations for safety and accessibility including, without limitation, fire and building codes, OSHA requirements, air and water quality regulations, local environmental requirements, and the Americans with Disabilities Act of 1990 requirements.

6. TRANSPORTATION SERVICE REQUIREMENTS AND QUALIFICATIONS: City's primary concern is passenger safety, as well as passenger comfort and satisfaction. Contractor's drivers shall be responsible for meeting the following requirements and qualifications.

6.1. Transit Service Requirements:

- 6.1.1.** Enforcing transit Service rules and guidelines.
- 6.1.2.** Operating on-time in accordance with schedules provided by City.
- 6.1.3.** Professional, courteous, and safe Service.
- 6.1.4.** Wearing clean and neatly pressed clothing and displaying identification in the vehicle.

- 6.1.5. Assisting passengers with mobility devices and/or wheelchairs to board the vehicle, properly securing mobility devices and/or wheelchairs with the tie down straps and securing passengers with seat belts.
- 6.1.6. Operating ADA equipment.
- 6.1.7. Asking all passengers to wear seatbelts and assisting passenger, if requested.
- 6.1.8. Performing pre-trip and post-trip vehicle inspections daily and documenting the results in a vehicle inspection log. City shall have immediate and unrestricted access to daily inspection logs during normal business hours.
- 6.1.9. Collecting appropriate fares in accordance with City Fare Structure, **EXHIBIT Q**.
- 6.1.10. Reporting daily passenger counts by one-way trips.
- 6.1.11. Keeping vehicle equipped with a rechargeable fire extinguisher, fully replenished first aid kit, three (3) triangle reflectors, one (1) triangular wheel chock, and bodily fluids clean up kit.
- 6.1.12. Distributing customer service surveys to passengers.

6.2. ADA Complementary Paratransit Service Requirements:

- 6.2.1. Waiting until five (5) minutes after the arrival time of the vehicle before notifying Contractor's dispatcher about no-show trips.
- 6.2.2. Notifying Contractor's dispatcher about all refused trips.
- 6.2.3. Notifying Contractor's dispatcher about all potential missed trips.

6.3. Qualifications: All drivers employed to perform services under the terms of this Contract shall meet the following qualifications.

- 6.3.1. Minimum age of 25 years.
- 6.3.2. Continuous possession of a valid driver's license for the preceding five (5) years.
- 6.3.3. Valid Class "B" Commercial Driver's License with endorsements and Medical Certificate for drivers of 15-Passenger, or greater, Buses.
- 6.3.4. Pre-employment records show no more than two (2) traffic citations for moving violations in the preceding three (3) years.
- 6.3.5. Annual DMV reports shall show no more than three (3) moving violations within the last three (3) years.

- 6.3.6.** No DWI/DUI convictions in the preceding three (3) years.
 - 6.3.7.** No felony convictions.
 - 6.3.8.** Certificate or other evidence of satisfactory completion of a defensive driving course within the preceding twelve (12) months.
 - 6.3.9.** A minimum of 10-hours of training in passenger sensitivity and defensive driving. This training shall include Passenger Assistance Techniques (PAT) or equivalent training.
 - 6.3.10.** Ability to read, write and speak the English language fluently.
- 7. ADMINISTRATIVE REQUIREMENTS:** Contractor shall provide management, supervision, employee development and training program, accounting, fare collection and processing and operating procedures for Service.
- 7.1.** Contractor shall designate a primary point of contact for communicating with the City. The point of contact shall be easily accessible by work phone, cell phone and/or email. The point of contact must have contractual authority to act for Contractor and shall supervise on-time performance, and operations, adhere to procedures, and maintain quality of service.
 - 7.2.** Contractor shall comply with the City of Conroe Code of Conduct for FTA Funded Procurement, **EXHIBIT D**, Program Fraud and False or Fraudulent Statements and Related Acts, **EXHIBIT F**, Federally Required Contract Clauses, and Government-wide Debarment and Suspension, **EXHIBIT F**, Federally Required Contract Clauses.
 - 7.3.** Contractor shall be responsible for complying with FTA drug and alcohol requirements as specified in **EXHIBIT F**, Federally Required Contract Clauses.
 - 7.3.1.** Contractor shall not begin operation of Service until the City has reviewed and approved Contractor's Policy Statement and prevention of alcohol misuse and prohibited drug use plan. Contractor shall be responsible for complying with the plan throughout the term of the Contract and any Contract extensions.
 - 7.3.2.** Contractor shall consult with City on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.
 - 7.3.3.** Contractor shall certify annually its compliance with Part 655 and submit the Management Information System (MIS) reports annually to City.
 - 7.3.4.** Contractor shall provide training for safety sensitive employees. The FTA drug and alcohol testing regulation (655.14) requires each covered employer to establish

an education and training program for all covered employees. The program must include a general education component, training for all safety-sensitive employees, and training for all supervisors and/or other company officers authorized by the employer to make reasonable suspicion determinations.

- 7.3.5.** In addition to with FTA drug and alcohol requirements, the City has a zero tolerance policy for any employee testing positive for a controlled substance except under instructions of a physician, who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job safely. City also has a zero tolerance policy for any employee testing positive for alcohol while the employee is on-duty. If any employee tests positive for a controlled substance and/or alcohol, Contractor shall remove the employee from performing any work under City's Agreement for the term of the Agreement. The zero tolerance policy also applies to subcontractors.
- 7.4.** Contractor shall be responsible for conducting pre-employment and annual Department of Motor Vehicle (DMV) and criminal background checks to verify drivers meet all qualifications herein.
- 7.5.** Contractor shall immediately remove any driver from operating any vehicles under the Contract for any one of, but not necessarily limited to, the following reasons.
- 7.5.1.** Operating a transit vehicle in service in an unsafe or unprofessional manner, in violation of safety rules and regulations, or security policies, guidelines, and procedures.
- 7.5.2.** Committing an unsafe or unprofessional act while on duty.
- 7.5.3.** Failure to submit to or pass any test for drug or alcohol use.
- 7.5.4.** Failure to comply with FTA policies on use or possession of alcohol and controlled substances.
- 7.5.5.** Revocation, suspension, or non-renewal of a valid Texas driver's license.
- 7.5.6.** More than three (3) moving violations or accidents within three (3) years.
- 7.5.7.** Conviction of any DWI/DUI or felony offense.
- 7.5.8.** Verified discourteous or inappropriate remarks to a passenger.
- 7.5.9.** Use of a personal cell phone while operating a transit vehicle.
- 7.6.** Contractor shall monitor and evaluate all operations, routes, schedule performance, and systems and procedures, including safety statistics and security information. Contractor

shall be responsible for safety, security, loss prevention, accident prevention, and risk management.

- 7.7.** Contractor shall assist the City with evaluating the need to modify the Service to meet change in demand, change in ridership and/or the need for new or reduced services. This evaluation will occur at least biannually, but not more than quarterly. Any changes to the Service will be formally documented in an agreement modification.
- 7.8.** City's goal is to provide the most efficient and cost effective Service without compromising quality. Contractor is requested to suggest modifications to the Scope of Services throughout the duration of the Agreement that reduce cost and/or improve quality and efficiency, but comply with all applicable federal, state, and local requirements.
- 7.9.** Contractor shall be responsible for documenting, maintaining, and implementing a formal employee development and training program. Contractor shall obtain prior written approval by the City for training program in advance of commencement of Service. Contractor shall document all program activities and retain the documents in accordance with the program. The City may audit the documentation in accordance with the Agreement. The development and training program shall include, but not be limited to the following.
- 7.9.1.** Bus operator training and retraining.
- 7.9.1.1.** Training new operators.
 - 7.9.1.2.** Retraining existing operators.
 - 7.9.1.3.** Retraining existing operators whose performance falls below standards.
 - 7.9.1.4.** Retraining existing operators involved in accidents.
 - 7.9.1.5.** Defensive driving.
 - 7.9.1.6.** Classroom instruction.
 - 7.9.1.7.** Behind-the-wheel training under the supervision of a certified instructor.
 - 7.9.1.8.** In-service training.
 - 7.9.1.9.** On-board safe driving checks.
 - 7.9.1.10.** Monthly safety meetings.
 - 7.9.1.11.** Safety radio messages.

- 7.9.1.12. Communication techniques.
- 7.9.1.13. Assisting passengers with disabilities.
- 7.9.1.14. Safety awareness, which includes but is not limited to:
 - 7.9.1.14.1. Personal safety;
 - 7.9.1.14.2. Theft/robbery prevention;
 - 7.9.1.14.3. Violence in the workplace; and
 - 7.9.1.14.4. Assault prevention.
- 7.9.2. Customer service, relations, and passenger awareness, which includes but is not limited to the sensitivities and diversities of the general public.
- 7.9.3. Mechanic training for maintaining and repairing all components of the buses. The bus vendor will provide initial maintenance training
- 7.10. Contractor shall maintain two-way communication with drivers at all times to respond to incidents.
- 7.11. Contractor shall thoroughly and accurately account for and report all fares assessed and or collected on a daily basis in accordance herein. The accounting shall include the information for monthly reporting in accordance herein. Contractor shall deliver to City reports evidencing all fares assessed and/or collected for the Service. Contractor shall comply with all generally accepted accounting principles.
- 7.12. Contractor shall provide a system for assessing and/or collecting and processing of fares, as approved and/or directed by City. Contractor shall collect fares in the form of cash or ticket and in accordance with City's Fare Structure, **EXHIBIT Q**. Contractor shall not provide free Service except as established by the fare structure. Fare assessment, collection, processing and all related security measures, as approved by City, shall be solely the responsibility of Contractor.
- 7.13. Contractor shall have written operating procedures for any incidents that may occur during the provision of contractor service herein. An incident includes, but is not limited to, major and non-major accidents, moving violation, medical emergency for passenger or driver, vehicle mechanical failure (breakdown), weather emergency and passengers exhibiting violent, disruptive, or illegal behavior. Contractor shall notify City as soon as possible of all incidents shown herein.
- 7.14. **Customer Service:** Contractor shall provide staff and a local telephone number for customer service needs during the normal operating hours of the Service. Contractor's customer service responsibilities shall include, but are not limited to, providing schedule

and service information, answering frequently asked questions and addressing passenger complaints in both English and Spanish.

7.15. Customer Complaints: At a minimum, contractor shall follow up each passenger complaint by telephone or with written correspondence, if necessary, within three (3) working days of receipt. If an investigation is required, contractor will conduct an investigation and the passenger will be contacted by telephone or written correspondence regarding the results of the investigation. Contractor shall notify the City immediately of any complaint alleging employee misconduct such as inappropriate conversation, touching or assault (physical or verbal). Contractor shall assist the City in developing and establishing clear written procedures for handling citizen complaints.

7.16. Lost and Found: Contractor shall provide and maintain a lost and found policy that will secure any passenger items left behind on a bus. Items shall be labeled with date and time of trip and kept in a secure location at the administration facility until claimed.

8. REPORTING: Contractor shall collect data and submit reports to City for use in evaluating the performance of contractor and Service. The reports shall include, but not be limited to, operations and maintenance, DBE Participation, Annual Service and U.S. DOT Drug and Alcohol Testing Management Information System (MIS). City may audit or inspect the data and records used to generate all reports. All reports shall be legible, complete and delivered in digital format. Contractor shall submit the reports in accordance with the following frequency and content.

REPORT	FREQUENCY	DUE	CONTENT
Operations and Maintenance	Monthly	Due with Invoice	As specified herein
Operations and Maintenance	Annually	October 30 th for the prior partial or whole fiscal year	As specified herein
Contractor Payment (DBE Participation)	Monthly	Due with Invoice	As specified on the form
Annual Service	Annually	October 30 th for the prior partial or whole fiscal year	As specified on the form
U.S. DOT Drug and Alcohol Testing MIS Data Collection	Annually	January 25 th for the prior partial or whole calendar year	As specified on the form
Major Accident	As required	Within 2 hours of occurrence	As specified on the form
Non-Major Accidents and Other Incidents	As required	Within 24 hours of occurrence	As specified on the form

8.1. Operations and Maintenance Reports: Contractor shall collect data daily to create monthly and annual reports in a format acceptable to City. The categories of data

include fares, trips, miles and hours of service, safety and customer service, vehicle maintenance and service performance. Contractor shall submit the data electronically in a form approved by the City.

8.1.1. Fares

Fares	Fixed Route	Paratransit
Passenger Fare Collected (\$)	X	X
Number of Regular Fares	X	X
Number of Ticket	X	
Number of Half Fare	X	
Number of Free	X	
Number of PCAs		X

8.1.2. Trips

Trips	Fixed Route	Paratransit
One-Way Trips	X	X
Declined Trips		X
Missed Trips		X
Late Trips		X
Date of Trip		X
Trip Origin Address		X
Trip Origin Zip Code		X
Trip Destination Address		X
Trip Destination Zip Code		X
Trip Purpose		X
Trip Distance		X

8.1.3. Miles and Hours of Service

Miles and Hours of Service	Fixed Route	Paratransit
Vehicles Operated in Maximum Service	X	X
Scheduled Revenue Hours	X	X
Actual Vehicle Hours	X	X
Actual Revenue Hours	X	X
Actual Vehicle Miles	X	X
Actual Revenue Miles	X	X

8.1.4. Safety and Customer Service

Safety and Customer Service	Fixed Route	Paratransit
Number of Reportable Incidents	X	X
Number of Injuries	X	X
Number of Fatalities	X	X

Number of Complaints	X	X
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8.1.5. Vehicle Maintenance

Vehicle Maintenance	Fixed Route	Paratransit
Transit Vehicle Breakdowns	X	X
Unit Number	X	X
Odometer Reading	X	X
Date Out of Service	X	X
Date Return to Service	X	X
Description of Problem	X	X
Vehicle PM Scheduled	X	X
Vehicle PM Performed On-Time	X	X

8.1.6. Service Performance

Service Performance	Fixed Route	Paratransit
Average Trips per Day		X
Average Trips per Revenue Hour	X	X
Average Trips per Revenue Mile	X	X

- 8.2.** If there is DBE participation on the contract, then Contractor shall submit a monthly Contractor Payment Report, **EXHIBIT P**, Post Award Forms, to the City.
- 8.3.** Contractor shall submit an executed U.S. DOT Drug and Alcohol Testing Management Information System Data Collection Form to the City annually for the prior calendar year in accordance with Drug and Alcohol Testing, **EXHIBIT F**, Federally Required Contract Clauses. Contractor shall use the latest edition of the form, which is available at <http://transitsafety.volpe.dot.gov/DrugAndAlcohol/DAMIS/default.aspx>.
- 8.4.** In the event of a major accident as defined herein, Contractor shall submit a Major Accident Report, **EXHIBIT P**, Post Award Forms, or on a form approved by the City.
- 8.5.** In the event of a non-major accident or other incident as defined herein, Contractor shall submit an Incident Report, **EXHIBIT P**, Post Award Forms, or on a form approved by the City.

9. CONTRACTOR PERFORMANCE STANDARDS AND ADJUSTMENTS:

- 9.1.** Contractor shall comply with City’s performance standards. In the event Contractor fails to comply with the minimum performance standards, adjustments in payment to Contractor shall be assessed per occurrence and in the amounts stated herein.
- 9.2.** Adjustments for performance shall be assessed based on non-compliance with the performance standards as reported by Contractor, communicated by passengers or documented by City.

- 9.3.** Adjustment for failure to comply with performance standards shall be deducted from monies due, or which may thereafter become due, to Contractor under the Contract. Contractor shall make adjustments to invoicing accordingly. If Contractor fails to make adjustments, City will make the adjustments prior to issuing payment.
- 9.4.** If non-compliance with performance standards is determined by City to have been caused by conditions not within the control of contractor, City may waive adjustment.
- 9.5.** City may adjust payments to Contractor for non-compliance with performance standards for Service as follows:
- 9.5.1.** If passenger complaints are greater than 10 percent of the total number of trips provided within a single month, City may demand a refund of the funds paid to contractor equal to the total percentage of the complaints received within the single month. Contractor shall be provided an opportunity to refute passenger complaints.
- 9.5.2. On-Time Performance:**
- 9.5.2.1. Fixed Route Service:** If contractor does not maintain a monthly performance record of 90 to 100 percent on-time runs during the first six (6) months of service, as defined in paragraph 2.1, Fixed Route Service, Contractor will be assessed an amount calculated by multiplying the total amount invoiced for fixed route service by the percentage of runs not on-time. After six (6) months of actual runs, the City will analyze the data collected and set the actual performance level in coordination with Contractor.
- 9.5.2.2. ADA Complementary Paratransit Service:** If contractor does not maintain a monthly performance record of 90 to 100 percent on-time trips, as defined in paragraph 2.2, ADA Complementary Paratransit Service, Contractor will be assessed an amount calculated by multiplying the total amount invoiced for paratransit service by the percentage of trips not on-time.
- 9.5.3.** In the case of a missed fixed route run or paratransit trip, Contractor will be assessed a penalty equal to 25 percent of the estimated revenue earned for a single fixed route run or the paratransit trip missed.
- 9.5.4.** If a fixed route run or paratransit trip is made by a vehicle with a non-functioning heating and air conditioning system or which does not meet safety standards set out herein, Contractor may be assessed a penalty of \$50.00 per occurrence.
- 9.5.5.** If a vehicle fails to complete a fixed route run or a paratransit trip due to equipment failure or for any other reason within the control of Contractor, Contractor may not receive payment for that run or trip and may also be assessed a penalty equal to the revenue value of the run or trip.

PART V
PRICE, INSPECTION, INVOICING, AND PAYMENT

1. CONTRACT:

1.1. City may enter into a contract resulting from the solicitation for three (3) consecutive years from the effective date of Contract, which shall remain in full force and effect unless and until it expires by operation of the term stated or until terminated or extended as provided herein. City reserves the right to:

1.1.1. Enter into a contract resulting from the solicitation on or about December 11, 2014 for a period of three (3) years. The Contract term(s) shall start from the effective date of Contract, which shall start when City issues the notice to proceed.

1.1.2. Extend Contract for two (2) one-year periods starting with year four of Contract.

1.1.3. Extend the Contract(s) up to 90 days past the Contract(s) term or extension term and require Contractor to perform all services at the set rate set forth in the initial contract or contract extension.

1.1.4. Review the following prior to the end of the initial Contract and Contract extension period:

1.1.4.1. Contractor performance;

1.1.4.2. Price;

1.1.4.3. Continuing need for the Contractor's service;

1.1.4.4. Advancements in technologies and/or service; and

1.1.4.5. Efficiencies in service.

1.1.5. Terminate Contract with cause or for convenience.

1.2. Contractor recognizes the Service is vital to City and Contractor shall perform without interruption. Upon the expiration of Contract, a successor Contractor and/or City may continue the Service. Contractor agrees to cooperate with the successor Contractor and/or City to affect a timely transition to a successor.

2. PRICE: Contractor pricing shall be firm for the duration of Contract and extensions except as provided for under Price Adjustments detailed herein. Contract price will be determined by adding the Fixed Cost plus the Variable Costs to derive a total price for Contract and extensions. Contractor shall not exceed the price of Contract without prior written approval of City. No separate line item charges shall be permitted for either proposal or invoice

purposes, which shall include equipment rental and costs associated with obtaining permits or any other extraneous charges.

- 3. PRICE ADJUSTMENTS:** City may consider adjustments to the price for added federal governmental requirements related to Homeland Security and/or fuel price increases or decreases. All price increases are subject to City approval before they become effective.
 - 3.1.** City and Contractor shall agree to adjust the price up or down due to fuel price increases or decreases, which are based on the U.S. Department of Energy Information Administration Weekly Retail U.S. On-Highway Diesel Fuel Prices for the Gulf Coast (PADD 3). Fuel price used at commencement of Service shall be that of the indexed rate on the date of the contract. The link to the index is:
http://www.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.
 - 3.1.1.** Contractor shall request any price increase due to fuel costs in writing with the appropriate index documentation to justify the change at least seven (7) days prior to requested effective date.
 - 3.1.2.** City shall notify Contractor of intent to decrease price due to fuel costs with the appropriate index documentation and a letter requesting the Contractor to submit the price adjustment.
- 4. INSPECTION:** All services performed and equipment used for Service by Contractor or its subcontractors shall be subject to inspection and approval of City at all times; but, such approval shall not relieve Contractor of responsibility for the proper performance of its obligations under Contract.
- 5. INVOICING:**
 - 5.1.** Contractor shall submit one (1) original invoice by the 10th calendar day of each month for Service rendered during the previous calendar month to:

City of Conroe
Attn: Accounts Payable
P.O. Box 3066
Conroe, Texas 77305
 - 5.2.** The invoice shall not be deemed complete and payment shall not be authorized unless each of the following documents are provided in a form approved by City:
 - 5.2.1.** Payment request in an amount correctly determined in accordance with the Contract less any adjustments for performance, as specified herein;
 - 5.2.2.** Monthly Operations and Maintenance Report.
 - 5.2.3.** Monthly Contract Payment Report (DBE Participation), if applicable.

6. PAYMENT:

6.1. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Contractor will be made promptly within thirty (30) days of the date City receives a correct invoice, as specified herein, for Service rendered.

6.2. Contractor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

6.2.1. There is a bona fide dispute between City and Contractor about the Service rendered that causes the payment to be late; or

6.2.2. There is a bona fide dispute between Contractor and a subcontractor about the Service rendered that causes the payment to be late; or

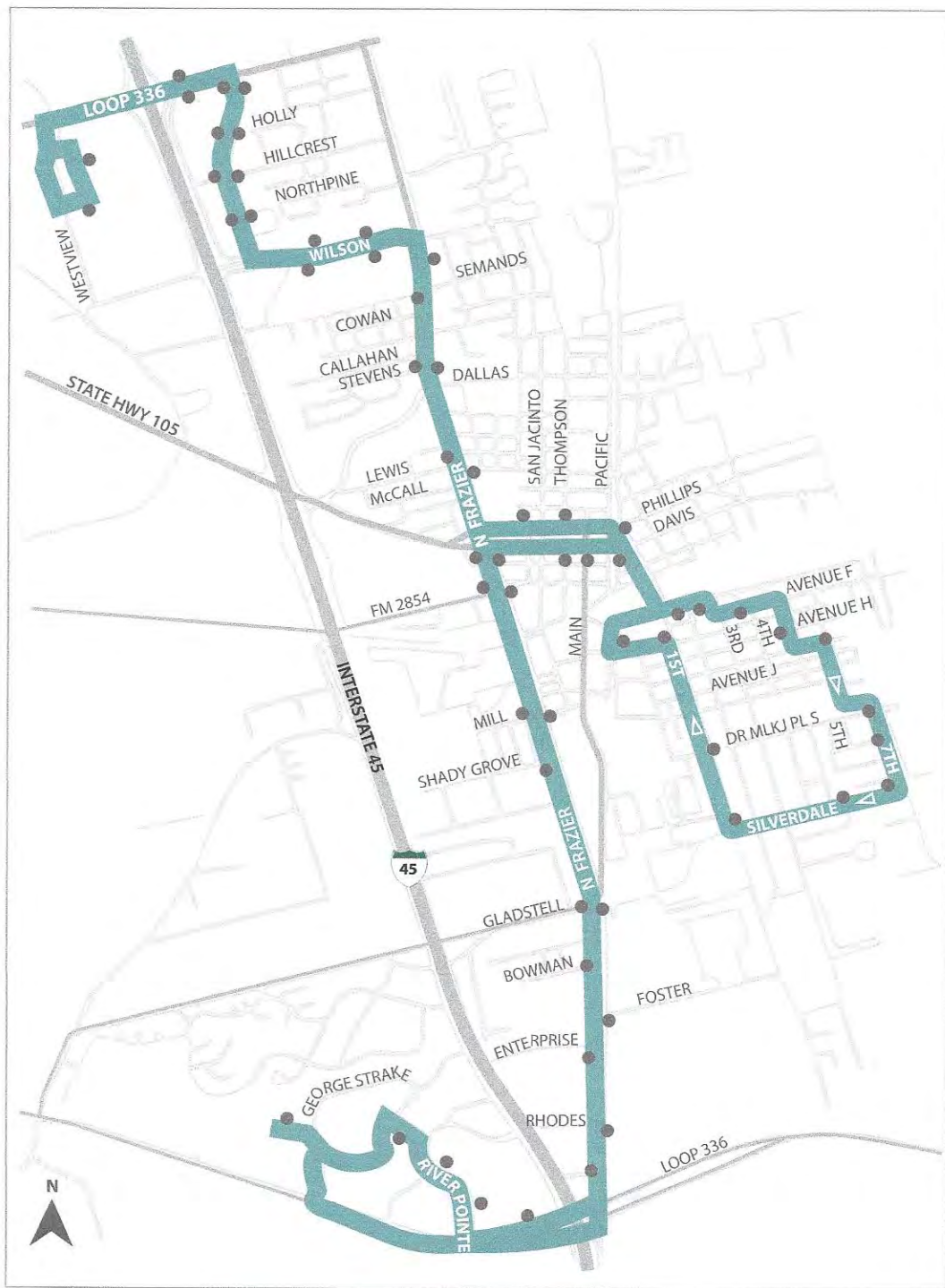
6.2.3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

6.2.4. The invoice is not submitted to City in strict accordance with any instruction herein relating to the invoice.

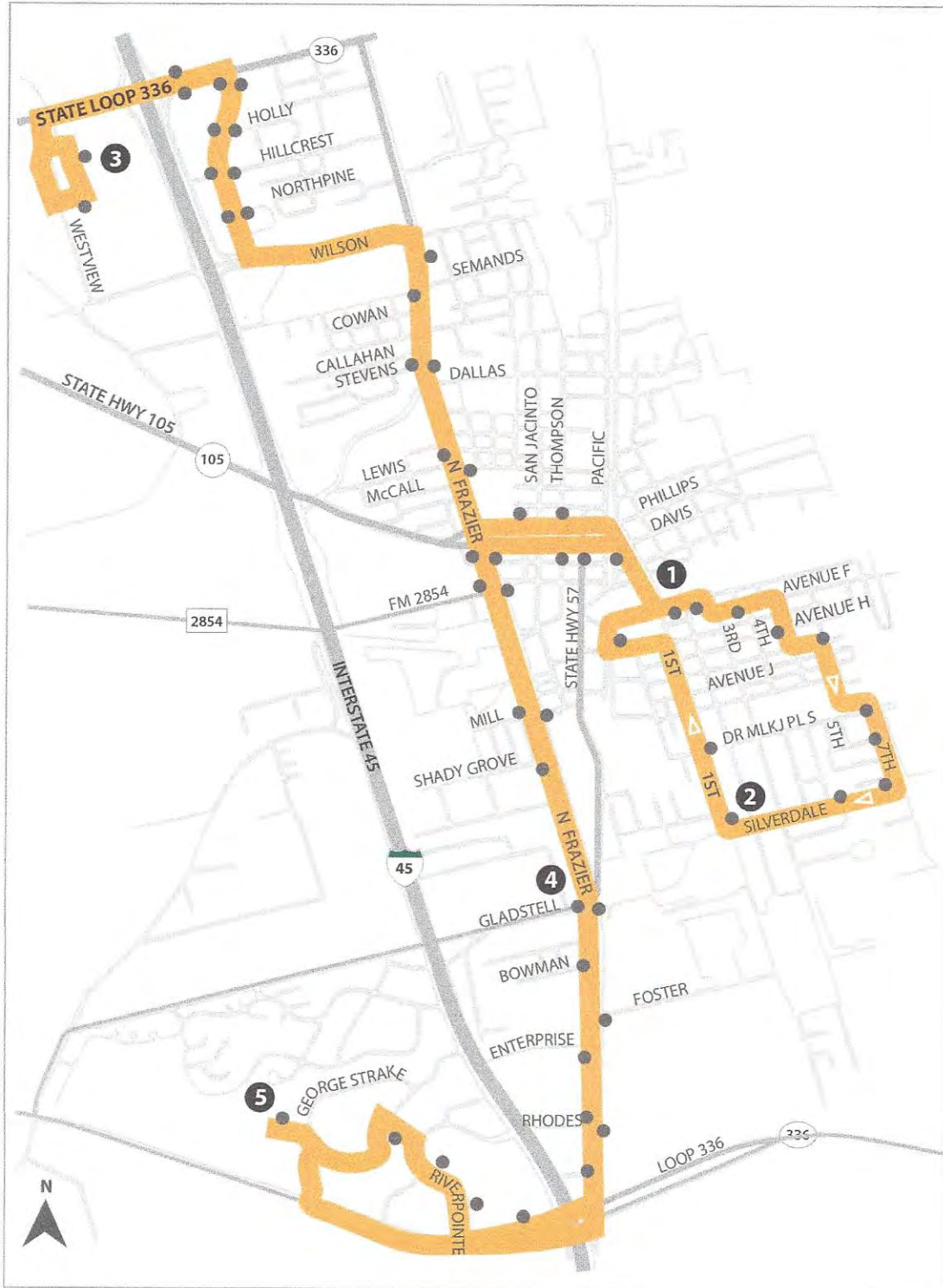
7. NON-APPROPRIATION: Contract shall be a commitment of City’s current revenues only. It is understood and agreed City shall have the right to terminate Contract at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the estimated yearly Service, as determined by City’s budget for the fiscal year in question. City may affect such termination by giving Contractor a written notice of termination at the end of its then current fiscal year.

EXHIBIT A
FIXED ROUTE BUS SERVICE WITH ADA COMPLEMENTARY
PARATRANSIT SERVICE MAPS

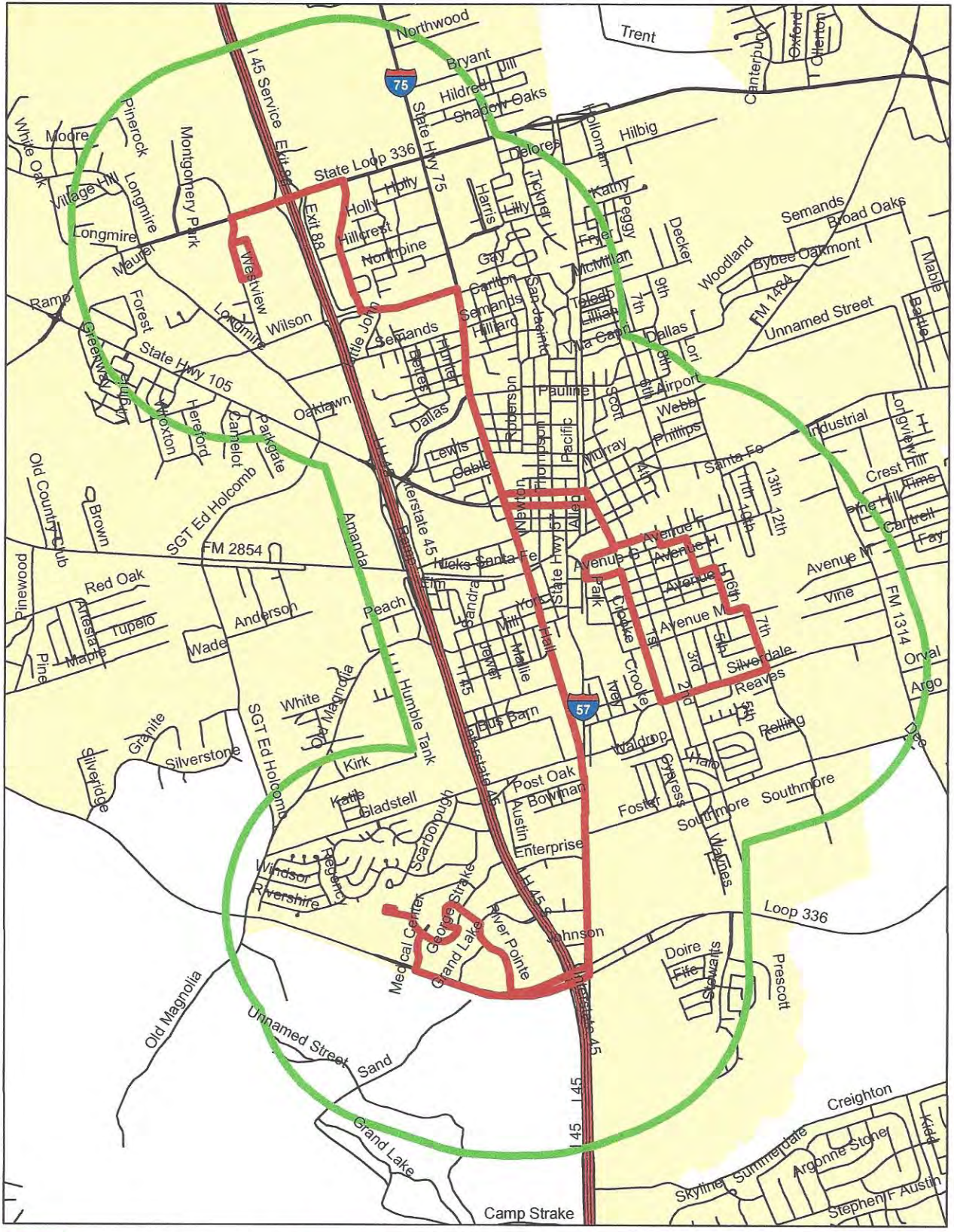
CONROE CONNECTION BUS ROUTE



CONROE CONNECTION BUS ROUTE 2



Conroe ADA Paratransit Eligibility Area



Conroe ADA Eligibility Area
 Conroe Fixed Route
 Conroe - The Woodlands Urban Area

EXHIBIT B
HOLIDAY SERVICE SCHEDULE FOR CALENDAR YEARS 2015
THROUGH 2019

EXHIBIT B: Holiday Service Schedule for Calendar Years 2015 through 2019

Holiday	2015	2016	2017	2018	2019
New Year's Day	Thursday, January 1	Friday, January 1	Monday, January 2	Monday, January 1	Tuesday, January 1
Martin Luther King, Jr.	Monday, January 19	Monday, January 18	Monday, January 16	Monday, January 20	Monday, January 20
Good Friday	Friday, April 3	Friday, March 25	Friday, April 14	Friday, March 30	Friday, April 19
Memorial Day	Monday, May 25	Monday, May 30	Monday, May 29	Monday, May 28	Monday, May 27
Independence Day	Friday, July 3	Monday, July 4	Tuesday, July 4	Wednesday, July 4	Thursday, July 4
Labor Day	Monday, September 7	Monday, September 5	Monday, September 4	Monday, September 3	Monday, September 2
Thanksgiving Day	Thursday, November 26	Thursday, November 24	Thursday, November 23	Thursday, November 22	Thursday, November 28
The Friday after Thanksgiving	Friday, November 27	Friday, November 25	Friday, November 24	Friday, November 23	Friday, November 29
The Day Before/After Christmas*	TBD	TBD	TBD	TBD	TBD
Christmas Day	Friday, December 25	Monday, December 26	Monday, December 25	Tuesday, December 25	Wednesday, December 25
<i>*To be determined annually by the City Administrator</i>					

EXHIBIT C
CITY OF CONROE INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

At all times during the term of the contract the Contractor shall keep in effect (1) a Commercial General Liability Policy (2) an Automobile Liability Policy and (3) a Worker's Compensation Policy.

- A. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. "Claims Made" policies will not be accepted.
- C. The City of Conroe, Texas, its officials, employees and volunteers are to be added as "Additional Insureds" to the General Liability Policy. The coverage shall contain no special limitations applicable to such additional insureds.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested has been given to the City of Conroe, Texas.
- E. Contractor waives all rights, including that of subrogation, against Owner, Architect, their officers, employees, agents or assigns with respect to personal injury or property damage arising out of the Project or the Work to the extent that such loss or damage is insured, or required to be insured by the Contractor under the Contract Documents.

Commercial General Liability Insurance:

- A. A minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage must be provided, with a minimum general aggregate of \$2,000,000.
- B. General liability coverage shall be at least as broad as Insurance Service's Office Number CG 00 01, and no coverage shall be deleted from the standard policy without a separate written notice of the individual exclusions being attached for review and acceptance.

Automobile Liability Insurance:

- A. A minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage must be provided.

Excess Liability:

- A. A minimum \$1,000,000 per occurrence umbrella form must be provided.

Worker's Compensation Insurance Coverage:

A. Definitions

- a. *Certificate of coverage* ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on the project, for the duration of the project.
 - b. *Duration of the project* - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.
 - c. *Persons providing services on the project* ("subcontractor" in Texas Labor Code, § 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.
 - d. "*Services*" - include without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. A certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and one year thereafter.
- G. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing service to the project for the duration of the project;
 - b. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. Obtain from each other person with whom it contracts, and provide to the contractor:
 - e. A certificate of coverage, prior to the other person beginning work on the project; and
 - f. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage ends during the duration of the project;

- g. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - h. Notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - i. Contractually require each person with whom it contracts, to perform as required by paragraphs 23.09.1 through 23.09.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing the contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of the self-insured, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach for the governmental entity.

EXHIBIT D
CITY OF CONROE CODE OF CONDUCT FOR FTA FUNDED
PROCUREMENT

Code of Conduct for FTA Funded Procurement

City of Conroe

Policy Statement

The City of Conroe Code of Conduct establishes minimum standards of conduct that City Council, officers, employees, agents and contractors of the City of Conroe are expected to follow in the performance of their duties specifically related to selection, award and/or administration of any contract supported by Federal Transit Administration (FTA) funds.

Definitions

Affected – reasonably likely to be subject to a direct economic effect or consequence.

Agent – a person, recipient or subrecipient authorized by the City of Conroe to act for the City of Conroe.

Business Entity – a sole proprietorship, partnership, limited partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business is conducted.

Contractor – a person or business entity that has entered into a contract with the City of Conroe to provide goods or services for the City of Conroe.

City Council – the governing body of the City of Conroe.

Employee – any person holding a position with the City of Conroe for which compensation is received, including part-time workers employed more than ten (10) hours per week or intermittent, seasonal, or temporary workers.

Immediate Family Member – refers to a person's parents, spouse, domestic partner, children, step children, adopted children, siblings, step-siblings and adopted siblings.

Recipient – Any entity that directly receives federal financial assistance from the FTA.

Subrecipient – Any entity that directly receives federal financial assistance from the City of Conroe.

Standards of Conduct

The Conroe City Council and its officers, employees, agents and contractors shall abide by this code when participating in the selection, award and/or administration of any contract supported by FTA funds.

Any elected officials, officers, employees, agents or contractors of the City of Conroe who discloses a conflict of interest, real, apparent or potential, shall recuse themselves from any further participation in selection, award or administration of a contract supported by FTA funds.

Only authorized elected officials, officers, employees, agents or contractors of the City of Conroe will communicate details of any active procurement or solicitation to any person or entity.

Absolute Prohibitions

No elected official, officer, employee, agent, or contractor of the City of Conroe shall participate in selection, award or administration of a contract supported by FTA funds if a conflict of interest, real, apparent or potential, is involved. Such a conflict would arise when:

The elected official, officer, employee, agent, or contractor has a financial or other interest in a firm being considered for a contract award;

Any member of the elected official, officer, employee, agent, or contractor's immediate family has a financial or other interest in a firm being considered for a contract award;

The elected official, officer, employee, agent, or contractor's partner has a financial or other interest in a firm being considered for a contract award;

An entity that employs, or is about to employ: an elected official, officer, employee, agent, or contractor; any member of the elected official, officer, employee, agent, or contractor's immediate family; or an elected official, officer, employee, agent, or contractor's partner;

A contractor is unable to render impartial assistance or advice to the City of Conroe because of other activities, financial interests, relationships, or contracts; and

A contractor has an unfair competitive advantage from preparing procurement documents for work that the contractor may submit a bid or proposal.

An elected official, officer, employee, agent, or contractor of the City of Conroe, their immediate family and/or partner shall neither solicit nor accept gifts, gratuities, favors or anything of monetary value from any firm being considered for a contract award or any firm benefiting from a contract award.

Exceptions to Prohibitions

An elected official, officer, employee, or agent of the City of Conroe may accept an unsolicited gift that has an insubstantial financial value or is an item of nominal intrinsic value.

Disclosures

On a procurement-by-procurement basis, any elected official, officer, employee, agent, or contractor of the City of Conroe who participates in selection, award or administration of a contract supported by FTA funds shall complete and sign a Procurement Disclosure Form (Exhibit A) prior to evaluation of the proposal. Any elected official, officer, employee, agent, or contractor who discloses a conflict of interest shall recuse themselves from the selection, award or administration of the contract.

On a procurement-by-procurement basis, any elected official, officer, employee, agent, or contractor of the City of Conroe who participates in the evaluation of a competitive proposal and subsequent recommendation for a contract award shall complete and sign a Non-disclosure Form (Exhibit B) prior to evaluation of the proposal.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Any vendor or person considering doing business with the City of Conroe shall complete and sign the Conflict Of Interest Questionnaire (Exhibit C) and submit the questionnaire as instructed in the Invitation for Bids or the Request for Proposal.

Penalties

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

The failure of a City Council Member to comply with the requirements of this policy shall constitute grounds for censure or removal from the City Council in accordance with Section 451.511 of the Texas Transportation Code.

The failure of an employee to comply with the requirements of this policy shall result in disciplinary action up to and including termination.

The failure of an agent or contractor of the City of Conroe to comply with this policy shall be grounds for such contractual remedy, as may be appropriate, up to and including termination of the contract and debarment of the agent or contractor.

Federal Authority <*The City is not required to include this section in the Code of Conduct*>

49 Code of Federal Regulation (CFR), Section 18.36, Procurement.

References <*The City is not required to include this section in the Code of Conduct*>

FTA Master Agreement (MA19), October 1, 2012, paragraph 3.a, Code or Standards of Conduct

FTA Circular 4220.1F, 3-18-2013, Chapter III, The Recipient's Responsibilities, paragraph 1, Written Standards of Conduct

FTA Best Practices Procurement Manual, paragraph 2.4.2.2.2, Written Standards of Conduct and Conflicts of Interest: Personal and Organizational

Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers

EXHIBIT A

Procurement Disclosure Form

To: <Insert Elected Official, Officer, Employee, Agent, or Contractor >
From: <Insert Procurement Officer>
Procurement Number: <Insert Solicitation Number>
Procurement Item/Service: <Insert Procurement Title>

The following firms submitted responses to <insert solicitation with number>:

<Insert Name of Respondent>

<Insert Name of Respondent>

<Insert Name of Respondent>

<Insert Name of Respondent>

Do you have a conflict of interest with any of the aforementioned firms? *An elected official, officer, employee, agent or contractor has a conflict of interest if he or she and/or an immediate family member has a conflict of interest, as defined in the City of Conroe Code of Conduct for FTA Funded Procurement, that could affect his or her participation in the selection, award and/or administration of any contract supported by FTA funds.*

Yes

No

If yes, please list any conflict of interest below.

<hr/>	<hr/>	<hr/>
Company	Name of Person with Conflict	Conflict of Interest

<hr/>	<hr/>	<hr/>
Company	Name of Person with Conflict	Conflict of Interest

<hr/>	<hr/>	<hr/>
Company	Name of Person with Conflict	Conflict of Interest

<hr/>	<hr/>
<Insert Printed Name>	Date

EXHIBIT B

**ACKNOWLEDGEMENT OF RECEIPT OF PROPOSALS AND
RESPONSIBILITIES OF SELECTION TEAM MEMBERS**

Thank you for participating on this vendor selection team. To protect the integrity of this formal solicitation and the evaluation process, it is essential that each team member understand and abide by the following responsibilities. Adherence to these responsibilities will help assure the effectiveness of the selection team, as a whole, and protect the overall interests of the City of Conroe in the award of the <insert solicitation number and title> procurement contract.

1. **Fairness and Integrity.** It is the responsibility of every member to collectively ensure the evaluation is conducted in an impartial, objective and professional manner, and the same level of effort is extended to the of all Respondents' proposals.
2. **Understanding the Project.** Your success as an effective team member depends on your comprehensive understanding of the project and your familiarity with the requirements and specifications contained in the Request for Proposals.
3. **Attendance.** Attendance of all team members at all scheduled meetings is crucial to the quality of the evaluation process. Without all representatives present, meetings are not effective, as not all opinions can be shared in a group setting. Therefore, team members should attend all meetings of the team, including interviews and/or off-site visits. Additionally, team members must not discuss the evaluation with one another unless all members are present and avoid unsanctioned, mini-meetings.
4. **Confidentiality.** Selection team members must not communicate with Respondents about this project outside of any scheduled and sanctioned evaluation activity without the knowledge and approval of the Request for Proposals (RFP) Coordinator. If a team member has reason to contact one or more Respondents, the RFP Coordinator must be notified in advance. The RFP Coordinator is the sole authority to approve contact with the Respondents and determines if the contact poses a conflict to the team member's participation on the selection team.
5. **Conflicts of Interest.** You may not participate as a selection team member if you and/or an immediate family member have a personal interest, real, apparent or potential, in any firm that responded to the RFP. An immediate family member is defined as your spouse, children, grandchildren, siblings, brother or sister in-law and their children or children of your spouse. If you currently have, or later discover, a conflict of interest, which meets these criteria, then you will declare the circumstances immediately to the RFP Coordinator and remove yourself from the selection team. If you have any other relationships, or are unsure if a relationship may be a conflict, then it is your responsibility to disclose the relationship to the RFP Coordinator.

**I UNDERSTAND AND AGREE TO ADHERE TO THE ABOVE RESPONSIBILITIES FOR
PROPOSAL EVALUATIONS.**

Signature

Organization

Date

Printed Name

Department

EXHIBIT C

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

 Signature of person doing business with the governmental entity

 Date

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT F
FEDERALLY REQUIRED CONTRACT CLAUSES

EXHIBIT F - FEDERALLY REQUIRED CONTRACT CLAUSES

1. FLY AMERICA

- a.** The Respondent/Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Respondents/Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Respondent/Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
- b.** The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving international air transportation financed in whole or in part with Federal assistance provided by FTA.

2. BUY AMERICA – Does not apply to this contract.

3. CHARTER BUS and SCHOOL BUS REQUIREMENTS

- a. Charter Service Operations** - The Respondent/Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- b. School Bus Operations – Does not apply to this contract.**

4. CARGO PREFERENCE REQUIREMENTS – Does not apply to this contract.

5. SEISMIC SAFETY REQUIREMENTS – Does not apply to this contract.

6. ENERGY CONSERVATION – Does not apply to this contract.

- a.** As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Respondent/Contractor shall design the facility in accordance with 2009 IECC.

7. CLEAN WATER

- a.** The Respondent/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 Respondent/Contractor agrees to report each violation to

the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING – Does not apply to this contract.

9. PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS – Does not apply to this contract.

10. LOBBYING

- a. Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 CFR Part 20, New Restrictions on Lobbying, with the Owner. Each subcontractor shall file the Certification Regarding Lobbying with the Respondent/Contractor 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.
- b. The Respondent/Bidder/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Bidder/Contractor to the Owner. The Respondent/Bidder/Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- c. 49 C.F.R. PART 20--CERTIFICATION REGARDING LOBBYING (The Lobby Certification to be completed by the Respondent/Contractor and subcontractor(s) is provided herein under EXHIBIT G, Respondent/Contractor Pre-Award Certifications.)

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- a. The Owner is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide the Owner, 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 Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- b. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. The Respondent/Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Respondent/Contractor agrees to maintain same until the Owner, 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. Reference 49 C.F.R. 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

13. BONDING REQUIREMENTS – Does not apply to this contract.

14. CLEAN AIR

- a. The Respondent/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 Respondent/Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

- a. If the Respondent/Contractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds, the Respondent/Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247, including:
 - i. Paper and paper products.

- 1. Paper and paper products, excluding building and construction paper grades.
- ii. Vehicular products.
 - 1. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
 - 2. Tires, excluding airplane tires.
 - 3. Reclaimed engine coolants, excluding coolants used in non-vehicular applications.
 - 4. Rebuilt vehicular parts.
- iii. Non-paper office products.
 - 1. Office recycling containers and office waste receptacles.
 - 2. Plastic desktop accessories.
 - 3. Toner cartridges.
 - 4. Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
 - 5. Plastic trash bags.
 - 6. Printer ribbons.
 - 7. Plastic envelopes.
 - 8. Plastic clipboards containing recovered plastic.
 - 9. Plastic file folders containing recovered plastic.
 - 10. Plastic clip portfolios containing recovered plastic.
 - 11. Plastic presentation folders containing recovered plastic.
 - 12. Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

b. The Respondent/Contractor also agrees to include these requirements in each subcontract if the subcontractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds.

16. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this contract.

17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT – Does not apply to this contract.

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

a. The Owner and the Respondent/Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, the Respondent/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- b. The Respondent/Contractor agrees to include the above 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.

20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Respondent/Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Respondent/Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Respondent/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 Respondent/Contractor to the extent the Federal Government deems appropriate.
- b. The Respondent/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 Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c. The Respondent/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.

21. TERMINATION

The FTA does not prescribe the form or content of termination clauses. The Owner’s termination requirements will be formally included in the body of the contract. Typically, the Owner’s termination requirements are similar to the following:

- a. **Termination for Default [Breach or Cause].** If the Respondent/Bidder/Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Respondent/Bidder/Contractor fails to perform in the manner called for in the contract, or if the Respondent/Bidder/Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Respondent/Bidder/Contractor setting forth the manner in which the Respondent/Bidder/Contractor is in default. The Respondent/Bidder/Contractor will

only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Owner that the Respondent/Bidder/Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Respondent/Bidder/Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Respondent/Bidder/Contractor to continue work, or treat the termination as a termination for convenience.

- b. Opportunity to Cure.** The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Respondent/Bidder/Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Any such notice is presumed to have been received on the third business day following mailing unless an earlier date of actual receipt is documented.

If Respondent/Bidder/Contractor fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Respondent/Bidder/Contractor of written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Respondent/Bidder/Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Respondent/Bidder/Contractor and its sureties for said breach or default.

- c. Waiver of Remedies for any Breach.** In the event that the Owner elects to waive its remedies for any breach by the Respondent/Bidder/Contractor of any covenant, term or condition of this Contract, such waiver by the Owner shall not limit the Owner's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. Termination for Convenience.** The Owner may terminate this contract, in whole or in part, when it is in the Government's interest by giving Contractor written notice of termination at least 90 days in advance for the proposed termination date. If this contract is terminated for convenience, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- e.** The Respondent/Bidder/Contractor also agrees to include these requirements in each subcontract exceeding \$10,000 financed in whole or in part with Federal assistance provided by FTA.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a.** This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

- b. The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (**EXHIBIT F**) is a material representation of fact relied upon by the Owner. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. PRIVACY ACT

The following requirements apply to the Respondent/Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Respondent/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,
- b. 5 U.S.C. § 552a. Among other things, the Respondent/Contractor agrees to obtain the express consent of the Federal Government before the Respondent/Contractor or its employees operate a system of records on behalf of the Federal Government. The Respondent/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 underlying contract.
- c. The Respondent/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.

24. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

- a. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Respondent/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 Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following requirements apply to the underlying contract:

i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Respondent/Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Respondent/Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

c. The Respondent/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.

25. BREACHES AND DISPUTE RESOLUTION

The FTA does not prescribe the form or content of breach or dispute provisions. The Owner’s breach and dispute resolution requirements will be formally included in the

body of the contract. Typically, the Owner's breach and dispute resolution requirements are similar to the following:

- a. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Owner's City Administrator. This decision shall be final and conclusive unless within ten calendar (10) days from the date of receipt of its copy, the Respondent/Bidder/Contractor mails or otherwise furnishes a written appeal to the City Administrator. In connection with any such appeal, the Respondent/Bidder/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Owner shall be binding upon the Respondent/Bidder/Contractor and the Respondent/Bidder/Contractor shall abide by the decision.
- b. **Performance During Dispute** - Unless otherwise directed by the Owner, Respondent/Bidder/Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. **Claims for Damages** - Should either party to the Contract 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 or damage.
- d. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Respondent/Bidder/Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.
- e. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents 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 Owner or the Respondent/Bidder/Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.
- f. The Respondent/Bidder/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

26. PATENT AND DISPUTE RESOLUTION – Does not apply to this contract.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

- a. The Respondent/Contractor agrees to comply with applicable transit employee protective requirements
 - i. **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the

Respondent/Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Respondent/Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The U.S. DOL letter is included herein under **EXHIBIT I**, U.S. DOL Letter.

- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Owner incorporates the race neutral goal of 5.5% as established within the Conroe DBE Program. The Owner expects the overall program goals to be achieved through race neutral participation.
- b. Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Respondent/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Respondent/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 Owner deems appropriate. Each subcontract Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Respondent/Contractor are required to document all subcontractor participation including non-DBE subcontractors. Award of this contract is conditioned on submission of the following information Respondent/Contractor Certification in **EXHIBIT G**, Respondent/Contractor Pre-Award Certifications with the proposal:
 - i. (1) the names and addresses of subcontractors that will participate in the contract;
 - ii. (2) a description of the work that each subcontractors `will perform;
 - iii. (3) whether the subcontractors is a DBE, non-DBE, or a Small Business;
 - iv. (4) the ethnic code, as described in the form;

- v. (5) the age of the firm;
 - vi. (6) the annual gross receipts from the firm;
 - vii. (7) the dollar amount of the participation of each DBE firm participating; and
 - viii. (8) written confirmation from the DBE and/or SBE on the DBE and SBE Subcontractor Letter of Intent in **EXHIBIT G**, Respondent/Contractor Pre-Award Certifications.
- d. The Respondent/Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Respondent/Contractor's receipt of payment for that work from the owner. In addition, Respondent/Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Respondent/Contractor's receipt of the partial retainage payment related to the subcontractor's work.
 - e. The Respondent/Contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Respondent/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.
 - f. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form, **EXHIBIT J**, Post Award Forms.
 - g. The City encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks (<http://www.federalreserve.gov/releases/mob/>).

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

31. DRUG AND ALCOHOL TESTING

- a. The Respondent/Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas, or the Owner, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Respondent/Contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

32. ACCESSIBILITY

- a. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Respondent/Contractor and all of its subcontractors shall adhere to the ADA Accessibility requirements as follows:
 - i. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance
 - ii. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA)
 - iii. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles

EXHIBIT G
RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS

**EXHIBIT G – RESPONDENT/CONTRACTOR PRE-AWARD
CERTIFICATIONS**

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor BEFORE the proposal is submitted. All certifications listed below follow this checklist.

Respondent/Contractor's Initials:

- | | |
|--|-------|
| 1. Lobbying Certification | _____ |
| 2. Suspension and Debarment Certification | _____ |
| 3. Respondent/Contractor Certification | _____ |
| 4. DBE and SBE Subcontractor Certification | _____ |
| 5. Delinquent State Business Tax Certification | _____ |

I HEREBY ATTEST THAT EXHIBIT D, FEDERAL AND STATE REQUIRED CONTRACT CLAUSES, WAS READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____
RESPONDENT/
CONTRACTOR: _____

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-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 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/

CONTRACTOR: _____

SUSPENSION AND DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____
RESPONDENT/
CONTRACTOR: _____

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the City to which this proposal is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the City entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

RESPONDENT/CONTRACTOR CERTIFICATION

Instructions: The Respondent/Contractor shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the bids/proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs or SBEs must complete Form 2, Subcontractor Letter of Intent, agreeing to the information listed herein.

RESPONDENT/ CONTRACTOR: _____

ETHNIC CODES

A) Black American B) Hispanic American C) Native American
D) Sub-continental Asian American E) Asian-Pacific American

PROJECT NAME: _____

F) Non-Minority Women G) Other

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED ON THIS PROJECT.

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the City. The Respondent/Contractor agrees to the terms of this schedule by signing below and submitting the **Form 4**, as completed by the DBE or SBE subcontractor(s).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

DBE AND SBE SUBCONTRACTOR CERTIFICATION

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Invitation for Bid (IFB) or Request for Proposal (RFP).

1. TO: (Respondent/ Contractor): _____
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" _____ or _____ both)

_____ and at the following price \$ _____ and/or _____ % of the total contract amount (should be the same \$ or % found on **FORM 3** – Subcontractor Utilization).
4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DATE: _____ RESPONDENT/
CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DELINQUENT STATE BUSINESS TAX CERTIFICATION

All Respondents shall certify that Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

EXHIBIT H
DBE SUBCONTRACTORS

DBE SUBCONTRACTORS -STATEWIDE							
Company Name	Street	City	State	Zip	Phone	Owner	Email
423110 - Automobile and Other Motor Vehicle Merchant Wholesalers							
DLR DISTRIBUTORS, INC.	4679 HUGH HOWELL ROAD, UNIT H	TUCKER	GA	30084	770-413-0094	RILEY, DENNIS J.	ERIC@DLRDISTRIBUTORS.COM
LONE STAR HANDICAP VANS, LLC	12953 HWY 64 WEST	TYLER	TX	75704	903-592-8366	NORMA NIEDERHOFER	NORMA@LSHVANS.COM
SVI, INC	440 MARK LEANY DRIVE	HENDERSON	NV	89011	702-567-5256	LEAH CARREL MUNOZ	RACHEL.DRENK@SPECIALTYVEHICLES.COM
423120 - Motor Vehicle Supplies and New Parts Merchant Wholesalers							
AMICK RESEARCH	713 PINE VALLEY ROAD	KNOXVILLE	TN	37923	865-694-8677	PATRICIA AMICK	PATRICIA@RAPTORSUPPLY.COM
AUTO PARTS SOLUTIONS, INC	P.O. BOX 764696	DALLAS	TX	75376	214-954-6353	EDWARD N. BROWN, JR	EDJR@AUTOPARTSSOLUTIONSINC.COM
CHAMPION FUEL SOLUTIONS	P.O. BOX 21091	BEDFORD	TX	76095	877-909-9191	PATTI RUSSELL	PRUSSELL@CHAMPIONFS.COM
DLR DISTRIBUTORS, INC.	4679 HUGH HOWELL ROAD, UNIT H	TUCKER	GA	30084	770-413-0094	RILEY, DENNIS J.	ERIC@DLRDISTRIBUTORS.COM
GLOBE ELECTRIC SUPPLY COMPANY	10902 ROARK ROAD	HOUSTON	TX	77099	281-933-0909	EDNA DOUADI	EDNA@GLOBELETRIC.COM
LJ UNLIMITED, LLC	8642 PLUM LAKE DR	HOUSTON	TX	77095	832-356-8764	CARL WILLIAMS	LJLIMITEDCO@GMAIL.COM
TKC ENTERPRISES, INC.	2703 N. BELTLINE RD	IRVING	TX	75062	972-256-2073	STANLEY TEE	STANLEY@TKCCENTERPRISES.COM
423130 - Tire and Tube Merchant Wholesalers							
BIG APPLE TIRE, INC.	2005 ADAM C. POWERLL JR. BLVD.	NEW YORK	NY	10027	212-222-4074	MATTHEY BROWN	BIGAPPLETIRE@AOL.COM
CHAMPION FUEL SOLUTIONS	P.O. BOX 21091	BEDFORD	TX	76095	877-909-9191	PATTI RUSSELL	PRUSSELL@CHAMPIONFS.COM
LOGAN & SON USED TIRE SERVICE, INC.	115 CUMBERLAND DRIVE	OVILLA	TX	75154	972-617-0294	OTIS LOGAN	MELVINLOGAN@TX.RR.COM
MARTINEZ TIRE SHOP	3303 NACOGDOCHES	SAN ANTONIO	TX	78217	210-590-8108	MARIO MARTINEZ	
STRATEGIC TIRE SOLUTIONS, LLC	25 WOODS LAKE ROAD, SUITE 321	GREENVILLE	SC	29607	864-242-6221	GRAY, JAMES AL	ALGRAY@STRATEGICTIRE.COM
423140 - Motor Vehicle Parts (Used) Merchant Wholesalers							
424320 - Men's and Boys' Clothing and Furnishings Merchant Wholesalers							
BENCHMARK INDUSTRIAL SUPPLY, LLC	P.O. BOX 367	SPRINGFIELD	OH	45501	937-325-1001	MARY WALLING	PATTY@BENCHMARKINDUSTRIAL.COM
CECO SALES CORPORATION	P.O. BOX 4237	FORT WORTH	TX	76164	817-429-1866	RICHARD BLOOMFIELD	GBLOOMFIELD@CECOSALES.COM
LEAL SOLUTIONS, INC.	3824 CEDAR SPRINGS RD #224	DALLAS	TX	75219	972-313-5405	MELINDA LEAL MOSELEY	MELINDA@LEALPUBLISHING.COM
SASHAY BOUTIQUE, LLC	4212 S. ALAMEDA ST.	CORPUS CHRISTI	TX	78412	361-334-3315	DESIREE DE LA PAZ	SASHAYBOUTIQUECC@GMAIL.COM
SUNBELT SUPPLY LLC	3301 SUNRISE	ROUND ROCK	TX	78665	512-244-7535	KAREN STRICKLAND	KAREN@SUNBELTSUPPLYLLC.COM
424330 - Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers							
DALLAS PAPER & PACKAGING	P.O. BOX 740353	DALLAS	TX	75374	817-422-3089	NEMOSTHENES BAKER	NEMO@DALLASPAPERPACKING.COM
SASHAY BOUTIQUE, LLC	4212 S. ALAMEDA ST.	CORPUS CHRISTI	TX	78412	361-334-3315	DESIREE DE LA PAZ	SASHAYBOUTIQUECC@GMAIL.COM
SUNSHINE DISTRIBUTORS, INC.	902 BROOKLYN	SAN ANTONIO	TX	78215	210-224-0455	SIEW PANG	SIEW@MYSUNSHINEDISTRIBUTORS.COM
424340 - Footwear Merchant Wholesalers							
441310 - Automotive Parts and Accessories Stores							
BATTERY SOLUTIONS, INC.	2301 AVENUE B	LUBBOCK	TX	79404	806-771-3777	MARGARET GAFFORD	MGGAFFORD@BATTERYSOLUTIONSINC.COM
CECO SALES CORPORATION	P.O. BOX 4237	FORT WORTH	TX	76164	817-429-1866	RICHARD BLOOMFIELD	GBLOOMFIELD@CECOSALES.COM
LAMESA TIRE & BATTERY, INC.	107 DALLAS AVENUE	LAMESA	TX	79331	806-872-6702	VARGAS, RAYMOND F.	LAMESATIRE@PICS.NET
MARTINEZ TIRE SHOP	3303 NACOGDOCHES	SAN ANTONIO	TX	78217	210-590-8108	MARIO MARTINEZ	
REM SERVICES, INC.	P.O. BOX 1686	BELLAIRE	TX	77402	713-666-7613	PRESIDENT RISE	REMSE97@AOL.COM
SELFREP/WILLARD JOHNSON	P.O. BOX 397871	DALLAS	TX	75339	214-376-0057	WILLARD JOHNSON	SELFREPWJ@AOL.COM
TKC ENTERPRISES, INC.	2703 N. BELTLINE RD	IRVING	TX	75062	972-256-2073	STANLEY TEE	STANLEY@TKCCENTERPRISES.COM
441320 - Tire Dealers							
ACE TIRE SERVICE	P.O. BOX 7006	FORT WORTH	TX	76111	817-222-1100	TINA GIBSON	TINA@ACETIRESERVICE.COM
LAMESA TIRE & BATTERY, INC.	107 DALLAS AVENUE	LAMESA	TX	79331	806-872-6702	VARGAS, RAYMOND F.	LAMESATIRE@PICS.NET
LOGAN & SON USED TIRE SERVICE, INC.	115 CUMBERLAND DRIVE	OVILLA	TX	75154	972-617-0294	OTIS LOGAN	MELVINLOGAN@TX.RR.COM
MARTINEZ TIRE SHOP	3303 NACOGDOCHES	SAN ANTONIO	TX	78217	210-590-8108	MARIO MARTINEZ	
453210 - Office Supplies and Stationery Stores							
A & W OFFICE SUPPLY, INC.	P.O. BOX 2605	CORPUS CHRISTI	TX	78403	361-883-6784	LESLIE WITTNER	AWOFFICE@SBCGLOBAL.NET
ADVANTAGE SUPPLY	P.O. BOX 471103	FORT WORTH	TX	76147	817-377-8094	CAROL BANE	INFO@ADVANTAGESUPPLY.US
CESCO, INC.	P.O. BOX 550727	DALLAS	TX	75355	214-824-8741	BILLIE BRYANT	BBRYANT@CESCO-INC.COM
CITY OFFICE SUPPLY, INC.	4202 TELEPHONE ROAD	HOUSTON	TX	77087	713-644-5371	MICHAEL MCCAIN	CONTACT@CITYOFFICESUPPLY.COM
EAGLE LABEL COMPANY	17111 ROLLING CREEK DRIVE, SUITE 109	HOUSTON	TX	77090	281-895-0033	UDAYAN DALAL	EAGLELABEL@GMAIL.COM
HOUTEX BUSINESS PRODUCTS	FM 1960 WEST, #111	HOUSTON	TX	77090	281-397-7100	KATHERINE BRAND-BRADSHAW	HOUTEX@USA.NET
LONE STAR OFFICE SUPPLIES, INC DBA: LONE STAR SUPPLIES	PO BOX 151616	AUSTIN	TX	78715	512-280-2000	RITA DAVIS	RITA@LONESTARSUPPLIES.COM
LONGHORN OFFICE PRODUCTS, INC.	12303 TECHNOLOGY BLVD., STE. 940	AUSTIN	TX	78727	512-672-4567	MARCIA WINKLER	MWINKLER@LONGHORNOP.COM
MATECO, LLC	110 W. SANDY LAKE RD., SUITE 102-192	COPPELL	TX	75019	214-566-7354	TERESA TASKER	REBELJBC@YAHOO.COM
MICHAEL A. ROSS DBA ROSS ENTERPRISES	3201 CENTURY PARK BLVD. #423	AUSTIN	TX	78727	512-541-4341	MICHAEL A. ROSS	KFORCE74@HOTMAIL.COM
OFFICE AUTHORITY	P.O. BOX 1712	FORT WORTH	TX	76101	817-877-4321	JOHN SHELTON ELLIOTT	JELLIOTT@OFFICEAUTHORITY.COM
OVERFLOW	107 E HUFF	SAN ANTONIO	TX	78214	210-259-8299	ALICE LOPEZ	ALLISON@OVERFLOWSA.COM
PENCIL CUP OFFICE PRODUCTS, INC.	1701 TEXAS AVE	EL PASO	TX	79901	915-838-0026	TERESA GANDARA	PENCILCUP@SBCGLOBAL.NET
PROFORMA DIVERSIFIED CORPORATE SOLUTIONS	1904 MILES AVENUE	AUSTIN	TX	78745	512-452-4414	LUIS OSTOS	LUIS.OSTOS@PROFORMA.COM
PROLINK BUSINESS HOLDINGS, LLC	11000 FONDREN RD., STE C-1	HOUSTON	TX	77096	713-777-8180	FUNSHO SAMUEL FADIPE	SFADIPE@PROLINKADVISORS.COM
REGENCY OFFICE & PROMOTIONAL PRODUCTS, INC	P.O. BOX 568629	DALLAS	TX	75356	214-939-3456	PATRICIA H. TATE	DALLASO@REGENCYNOW.COM
SHILOH PRINTING, L.L.C.	904 SHEFFIELD	HOUSTON	TX	77015	713-451-9913	GEORGE THOMAS	SHILOH@SHILOHPRINTING.COM
WMS SPECIALTIES	1428 DAVENTRY DRIVE	DESOTO	TX	75115	214-893-1456	GREGORY WILLIAMS	WMSPPROMO@AOL.COM
WORTHINGTON PAPER COMPANY, INC	P.O. BOX 116672	CARROLLTON	TX	75011	972-395-3778	HENRIETTA GIBSON	WORTHYPAPER@AOL.COM
ZM BUSINESS PRODUCTS, INC	2630 NOVA DRIVE	DALLAS	TX	75229	972-484-0000	MOHAMMED MERCHANT	SHABBIR@ZMBP.COM
488410 - Motor Vehicle Towing							
812332 - Industrial Launderers							
MINORITY SUPPLY AND CONTRACTING, LLC	16705 RUSTIC MEADOWS DRIVE	DALLAS	TX	75248	214-232-7885	JAIME SANTANA	JAIMESANTANA1995@YAHOO.COM

EXHIBIT I
U.S. DEPARTMENT OF LABOR LETTERS

U.S. Department of Labor

Office of Labor-Management Standards
Washington, D.C. 20210



September 17, 2014

NOTE: Please take notice of the new email address on page 2 for submitting correspondence to the Department.

Re: EMPLOYEE PROTECTIONS REFERRAL
OF PENDING FTA GRANT
APPLICATION(S)
Conroe, City of
Operating Assistance; Purchase Bus
Shelters and Capital Cost of 3rd Party
Contracting
TX-90-Y063

Dear FTA Applicant and Union Representative:

In accordance with Federal transit law, 49 U.S.C. § 5333(b), the Department of Transportation has referred to this office the above-captioned grant application(s) and has requested the Department of Labor's (Department) certification that the required employee protective arrangements have been made. As required by the Department's procedural Guidelines, 29 C.F.R. Part 215, as amended by 73 Fed. Reg. 47,046, 47,055 (Aug. 13, 2008),¹ we are providing a copy of this grant application to the labor organization(s) representing transit employees in the service area of the project. These labor organizations are identified on the last page of this referral letter. (A reference copy of the grant application is also being provided to the applicant and/or recipient indicated.)

In addition to referring the application to the appropriate labor organization(s), this letter serves to notify the applicant of this referral, and to advise the parties how to proceed.

¹ See <http://www.dol.gov/olms/regs/compliance/compltransit.htm>.

- 2 -

Please review the information below carefully. The Department will certify the pending grant on the terms and conditions indicated under the heading, "Basis of this Referral" unless the Department **receives** written objections **within 15 calendar days** of the date of this referral. **Written objections, and other correspondence, must be forwarded to the Department by e-mail to OLMS-DSP@dol.gov OR by facsimile at (202) 693-1342 .** Objections must contain sufficient detail for the Department to make a determination of their validity under the criteria set forth at 215.3(d)(3) of the Guidelines. Objections should be filed as soon as possible within the 15-day period. If objections are filed, you are encouraged to engage in negotiations or discussions with the other party(ies) in an effort to resolve the matters which gave rise to the objection.

Upon receipt of an objection, the Department will review the objection to determine whether it is sufficient. Within 10 days from the deadline for submitting objections, the Department will notify the parties of the status of the objections. If it is determined that objections are sufficient, the parties will be given specific instructions for continued negotiations or discussions which will be limited to issues the Department has identified.

BASIS OF THIS REFERRAL:

RECURRING REFERRAL

The Department has previously certified negotiated protective agreements, adopted arrangements, or Departmental determinations that are appropriate for application to the instant project as set forth in 29 CFR 215.3(b)(1). The terms and conditions of that certification are included in Attachment A hereto.

X UPA REFERRAL²

There are no previously certified negotiated, adopted or determined protective arrangements to be applied to the pending grant as described in 29 CFR 215.3(b)(1). Accordingly, pursuant to 29 CFR 215.3(b)(2), the Department proposes to apply the terms and conditions of the January 3, 2011 Unified Protective Arrangement referenced in Attachment A hereto.

² This referral is for new applicants, applicants with new unions in the service area, or for applicants which do not have protective arrangements subject to a recurring referral. The UPA was last updated January 3, 2011. See http://www.dol.gov/olms/regs/compliance/transit/6_UPA-01-03-11.pdf or contact the project representative to obtain a copy.

- 3 -

Questions with regard to whether a union, and the employees they represent, should be considered a third party beneficiary to the arrangements must be raised during the 15-day review period for this grant, or the Department's certification will specify that the employees, or their representative on their behalf will be considered third party beneficiaries.

As the project representative in the Division of Statutory Programs responsible for processing this certification request, I am available to provide any assistance you may need. I can be reached by phone at (202) 693-1212, by FAX at (202) 693-1342, or by e-mail at berman.nathaniel@dol.gov.

Sincerely,



Nathaniel Berman
Project Representative

Enclosure

Number: 1245-0006 (Expires 03/31/2017). According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 8 hours per response for composing answers to these briefing questions, including producing briefs to issues in dispute. The obligation to respond to this collection is required to obtain or retain a benefit, see 29 CFR part 215.3. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Chief of the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue N.W., Room N-5609, Washington, DC 20210 or email olms-public@dol.gov, and reference the OMB Control Number 1245-0006.

- 4 -

Please Note: All written communications relating to this application are to be copied to all relevant parties including, at a minimum, the parties identified in this referral and the Project Representative identified above.

REFERRAL SENT TO:

Grantee/Recipient(s):

Shawn Johnson
City of Conroe
300 West Davis Street, Suite 240
Conroe, TX 77301
Fax: (936) 522-3009
E-mail address for referrals: johnson@gcedc.org

Union(s):

Jessica M. Chu, Associate General Counsel
Legal Department
Amalgamated Transit Union
5025 Wisconsin Avenue, NW
Washington, DC 20016
Fax: (202) 244-7824
E-mail address for referrals: By E-mail

Attachment A**PROPOSED TERMS FOR EMPLOYEE PROTECTION CERTIFICATION
DOL REFERRAL OF FTA GRANT
TX-90-Y063**

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). The employees in the service area of the project, represented by Amalgamated Transit Union (ATU) Local 1700, shall be considered third party beneficiaries in accordance with condition three below. The City of Conroe, by executing the contract of assistance accepts the terms and conditions of the UPA.

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the instant project on condition that:

1. This letter and the terms and conditions of the above employee protective arrangements, shall be made applicable to the instant project and made part of the contract of assistance, by reference;
2. The term "project" as used in the above arrangements shall be deemed to cover and refer to the instant project;
3. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and the City of Conroe, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s). Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;

2

4. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
5. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

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DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	7111
Recipient Name:	CONROE CITY OF
Project ID:	TX-90-Y063-00
Budget Number:	1 - Budget Pending Approval
Project Information:	FY14 5307 Ops, Capital & Planning

Part 1: Recipient Information

Project Number:	TX-90-Y063-00
Recipient ID:	7111
Recipient Name:	CONROE CITY OF
Address:	300 WEST DAVIS SUITE 240, CONROE, TX 77301 2803
Telephone:	(936) 522-3000
Facsimile:	(936) 522-3009

Union Information

No information found.

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$732,570
Project Number:	TX-90-Y063-00	Adjustment Amt:	\$0
Project Description:	FY14 5307 Ops, Capital & Planning	Total Eligible Cost:	\$732,570
Recipient Type:	City	Total FTA Amt:	\$472,098
FTA Project Mgr:	Cheryle Tyson, 817.978.0568/P.Tiggs 0567	Total State Amt:	\$0
Recipient Contact:	Shawn Johnson, 936.522.3526	Total Local Amt:	\$260,472
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
		Special Condition:	None Specified
		S.C. Tgt. Date:	None Specified

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Fed Dom Asst. #:	20507	S.C. Eff. Date:	None Specified
Sec. of Statute:	5307-2A	Est. Oblig Date:	None Specified
State Appl. ID:	None Specified	Pre-Award Authority?:	Yes
Start/End Date:	Sep. 01, 2013 - Sep. 30, 2014	Fed. Debt Authority?:	No
Recvd. By State:	Aug. 19, 2014	Final Budget?:	No
EO 12372 Rev:	Not Applicable		
Review Date:	None Specified		
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan):	May. 01, 2014		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
482890	CONROE--THE WOODLANDS, TX

Congressional Districts

State ID	District Code	District Official
48	8	Kevin Brady

Project Details

FY 2014 Section 5307 funds: Total Conroe Share is \$683,201

Funding source of local match: The City will use general funds as its local share requirement.

These funds will be used to support the City's capital and operating of demand response and fixed route services with complementary ADA paratransit for Conroe. Funds will also go towards administrative and planning in support of the transit program.

There is a remaining balance of \$211,103 that will be used in amending the grant for a future project.

Earmarks

No information found.

Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

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1. No Deficiency found from threat/vulnerability assessment.
 Grant applicant has conducted a threat and vulnerability assessment and finds there are no deficiencies that require additional investment in security projects at this time. [The threat and vulnerability assessment is No.8 in Top 20 Security Action list at <http://transit-safety.volpe.dot.gov/security/SecurityInitiatives/Top20/default.asp>]

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
119-00 Bus Associated Transit Improvements	0	\$6,832.00	\$8,540.00
ACTIVITY			
11.92.02 PURCHASE BUS SHELTERS	0	\$6,832.00	\$8,540.00
SCOPE			
442-00 METROPOLITAN PLANNING	0	\$128,000.00	\$160,000.00
ACTIVITY			
44.21.00 PROGRAM SUPPORT ADMINISTRATION	0	\$128,000.00	\$160,000.00
SCOPE			
300-00 OPERATING ASSISTANCE	0	\$189,929.00	\$379,858.00
ACTIVITY			
30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$189,929.00	\$379,858.00
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$147,337.00	\$184,172.00
ACTIVITY			
11.71.12 CAPITAL COST OF 3RD PARTY CONTRACTING	0	\$147,337.00	\$184,172.00
Estimated Total Eligible Cost:			\$732,570.00
Federal Share:			\$472,098.00
Local Share:			\$260,472.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

No Amendment Funding Source information is available for the selected project

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Alternative Fuel Codes

Extended Budget Descriptions

11.92.02 PURCHASE BUS SHELTERS 0 \$6,832.00 \$8,540.00

City will use 1% on associated transportation improvements.

44.21.00 PROGRAM SUPPORT ADMINISTRATION 0 \$128,000.00 \$160,000.00

Funds will go towards planning activities.

30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES 0 \$189,929.00 \$379,858.00

This task will support operations of demand response and fixed route with complementary ADA paratransit services.

11.71.12 CAPITAL COST OF 3RD PARTY CONTRACTING 0 \$147,337.00 \$184,172.00

City will contract with a private sector provider for partial turn key fixed route service and complementary ADA paratransit service. The contractor will provide maintenance and transit service. Conroe will provide the vehicles. Conroe assures FTA that its calculation of CCOC has been done in accordance with the requirements of FTA Circular 9030.1E and represents no more than 80% of 40% of the contract cost.

City will contract with a private sector provider for full turn key demand response service. The contractor will provide vehicles, maintenance and transit service. Conroe assures FTA that its calculation of CCOC has been done in accordance with the requirements of FTA Circular 9030.1E and represents no more than 80% of 50% of the contract cost.

Changes since the Prior Budget

No information found.

Part 4. Milestones

119-00 Bus Associated Transit Improvements 0 \$6,832 \$8,540

Milestone Description

Est. Comp. Date

1. RFP/IFB Issued	Jun. 30, 2016
2. Contract Award	Oct. 30, 2016
3. Contract Complete	Nov. 30, 2016

44.21.00 PROGRAM SUPPORT ADMINISTRATION 0 \$128,000 \$160,000

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<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1. Begin Planning Activities	Oct. 01, 2013
2. Complete Planning Activities	Sep. 30, 2014

30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$189,929	\$379,858
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<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1. Operating	Nov. 30, 2016

11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	0	\$147,337	\$184,172
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<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1. RFP/IFB Issued	Aug. 17, 2014
2. Contract Award	Nov. 15, 2014
3. Contract Complete	Nov. 20, 2016

Part 5. Environmental Findings

442100	PROGRAM SUPPORT ADMINISTRATION	0	\$128,000	\$160,000
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Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

300903	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$189,929	\$379,858
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Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

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117112 CAPITAL COST OF 3RD PARTY CONTRACTING	0	\$147,337	\$184,172
---	---	-----------	-----------

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

119202 PURCHASE BUS SHELTERS	0	\$6,832	\$8,540
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Finding No. 1 - Class II(c)

C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Part 6: Fleet Status

Fixed Route

	<u>Before</u>	<u>Change</u>	<u>After</u>
I. Active Fleet			
A. Peak Requirement	0	1	1
B. Spares	0	0	0
C. Total (A+B)	0	1	1
D. Spare Ratio (B/A)	0.00%	0.00%	0.00%
II. Inactive Fleet			
A. Other	0	0	0
B. Pending Disposal	0	0	0
C. Total (A+B)	0	0	0
III. Total (I.C and II.C)	0	1	1

Part 7. FTA Comments

Comments to DOL

Comment Title: Comment to DOL

Comment By: Pearlie Tiggs

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Date Created:	Jun. 23, 2014
Date Updated:	Jul. 02, 2014
Ref Section:	Project Overview
Comment:	<p>The FTA share, in the amount of \$683,210 is for capital, planning, and operating assistance.</p> <p>Based on the timeline noted the December 7, 1995 DOL guidelines, please advise the FTA of the 49 U.S.C. Section 5333(b) terms and conditions for inclusion in the grant contract.</p> <p>*FTA Contact: Pearlie Tiggs, 817.978.0567</p> <p>** Grantee Contact: Shawn Johnson, 936.538.7113....Fax: 936.756.6162....Email: johnson@gcedc.org....Union Info.: Non-union affiliated.</p>



Digitally signed by Lemisha Campbell
DN: cn=Lemisha Campbell, o=USA,
email=Lemisha.Campbell@USA, c=US
Date: 2014.09.17 09:05:33 -0500
Adobe Acrobat embed: 11.0.0

April 3, 2014

Robert C. Patrick, Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street, Room 8A36
Ft. Worth, Texas 76102

Re: FTA Application(s)
Conroe, City of
Funding for Operating Assistance and the
Capital Cost of 3rd Party Contracting;
Funding Towards Purchase of (3) < 30-
Ft. Buses for Expansion and (1) Bus
Shelter
TX-90-Y049

Dear Mr. Patrick:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). The employees in the service area of the project, represented by Amalgamated Transit Union (ATU) Local 1700, shall be considered third party beneficiaries in accordance with condition three below. The City of Conroe, by executing the contract of assistance accepts the terms and conditions of the UPA.

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the instant project on condition that:

1. This letter and the terms and conditions of the above employee protective arrangements, shall be made applicable to the instant project and made part of the contract of assistance, by reference;
2. The term "project" as used in the above arrangements shall be deemed to cover and refer to the instant project;

3. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and the City of Conroe, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s). Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;
4. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
5. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that

arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

Sincerely,

A handwritten signature in cursive script that reads "Karen M. Torre".

Karen M. Torre, Acting Chief
Division of Statutory Programs

cc: Jayme Blakesley/FTA
Scheryl Portee/FTA
Shawn Johnson/Conroe
Jessica M. Chu/ATU



August 19, 2011

Note: Third party beneficiary language was updated by the Department of Labor on January 3, 2011 in the certification terms and conditions and in the UPA. These changes are highlighted in bold.

Re: EMPLOYEE PROTECTIONS REFERRAL
OF PENDING FTA GRANT
APPLICATION(S)

Texas Department of Transportation

Funding On Behalf of:

Brownsville, City of

Operating Assistance and Capitalized
Preventive Maintenance;
Rehabilitate/Renovate Miscellaneous
Bus Station Equipment and Other
Activities (Marketing for New JARC
Service)

Conroe, City of

Operating Assistance

E Z Rider

Operating Assistance and Mobility
Management for a Short Term Route
Study; Capital Cost of 3rd Party
Contracting and Construct 2 Bus
Passenger Shelters

NDMJ Ltd. Transportation

Mobility Management for a Pilot One Call
Intelligent Transportation Systems (ITS)
Project

TX-37-X091

Dear FTA Applicant and Union Representative:

In accordance with Federal transit law, 49 U.S.C. 5333(b), the Department of Transportation has referred to this office the above-captioned grant

application(s) and has requested the Department of Labor's (Department) certification that the required employee protective arrangements have been made. As required by the Department's procedural Guidelines, 29 C.F.R. Part 215, as amended by 73 Fed. Reg. 47,046, 47,055 (Aug. 13, 2008),¹ we are providing a copy of this grant application to the labor organization(s) representing transit employees in the service area of the project. These labor organizations are identified on the last page of this referral letter. (A reference copy of the grant application is also being provided to the applicant and/or recipient indicated.)

In addition to referring the application to the appropriate labor organization(s), this letter serves to notify the applicant of this referral, and to advise the parties how to proceed.

Please review the information below carefully. The Department will certify the pending grant on the terms and conditions indicated under the heading, "Basis of this Referral" unless the Department **receives** written objections **within 15 calendar days** of the date of this referral. **Written objections must be forwarded to the Department by facsimile at (202) 693-1342 OR by e-mail to OLMS-TransitGrant@dol.gov.** Objections must contain sufficient detail for the Department to make a determination of their validity under the criteria set forth at 215.3(d)(3) of the Guidelines.² Objections should be filed as soon as possible within the 15-day period. If objections are filed, you are encouraged to engage in negotiations or discussions with the other party(ies) in an effort to resolve the matters which gave rise to the objection.

Upon receipt of an objection, the Department will review the objection to determine whether it is sufficient. Within 10 days from the deadline for submitting objections, the Department will notify the parties of the status of the objections. If it is determined that objections are sufficient, the parties will be given specific instructions for continued negotiations or discussions which will be limited to issues the Department has identified.

¹ The amendments to the procedural Guidelines are also available online at <http://www.dol.gov/olms/regs/compliance/compltransit.htm>.

² Section 215.3(d)(3): "The Department will consider an objection to be sufficient when: (i) The objection raises material issues that may require alternative employee protections under 49 U.S.C. 5333(b); or (ii) The objection concerns changes in legal or factual circumstances that may materially affect the rights or interests of employees."

BASIS OF THIS REFERRAL:³

— RECURRING REFERRAL

The Department has previously certified negotiated protective agreements, adopted arrangements, or Departmental determinations that are appropriate for application to the instant project as set forth in 29 CFR 215.3(b)(1). The terms and conditions of that certification are included in Attachment A hereto.

X UPA REFERRAL⁴

There are no previously certified negotiated, adopted or determined protective arrangements to be applied to the pending grant as described in 29 CFR 215.3(b)(1). Accordingly, pursuant to 29 CFR 215.3(b)(2), the Department proposes to apply the terms and conditions of the January 3, 2011 Unified Protective Arrangement referenced in Attachment A hereto.⁵

Questions with regard to whether a union, and the employees they represent, should be considered a third party beneficiary to the arrangements must be raised during the 15-day review period for this grant, or the Department's certification will specify that the employees, or their representative on their behalf will be considered third party beneficiaries.

As the project representative in the Division of Statutory Programs responsible for processing this certification request, I am available to provide any

³ Clarifying revisions have been made to the UPA in the second introductory paragraph, paragraph 21, and the certification terms and conditions in Attachment A. These clarifications highlight the requirement, embodied in the UPA (introductory paragraphs and paragraph 21) and certification letters, that transportation employees in the transportation service area of a project are primary and direct beneficiaries of the protective arrangements with the right to enforce such arrangements.

⁴ This referral is for new applicants, applicants with new unions in the service area, or for applicants which do not have protective arrangements subject to a recurring referral.

⁵ Copies of the January 3, 2011 Unified Protective Arrangement can be accessed on the Department's website at http://www.dol.gov/olms/regs/compliance/transit/6_UPA-01-03-11.pdf or may be obtained by contacting the Department at (202) 693-0126. This arrangement was developed by the Department pursuant to 29 CFR 215.3(b)(2).

assistance you may need. I can be reached by phone at (202) 693-1212, by FAX at (202) 693-1342, or by e-mail at berman.nathaniel@dol.gov.

Sincerely,



Nathaniel Berman
Project Representative

Enclosure

Please Note: All written communications relating to this application are to be copied to all relevant parties including, at a minimum, the parties identified in this referral and the Project Representative identified above.

REFERRAL SENT TO:

Grantee:

Kris S. Dudley, Program Manager
Public Transportation Division
Texas Department of Transportation
125 East 11th Street
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Attachment A

PROPOSED TERMS FOR EMPLOYEE PROTECTION CERTIFICATION DOL REFERRAL OF FTA GRANT TX-37-X091

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of the **City of Conroe**, represented by the Amalgamated Transit Union (ATU) Local 1700 shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant.

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of **E Z Rider**, represented by the Transport Workers Union (TWU) shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant.

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of **NDMJ Ltd. Transportation**, represented by the American Federation of State, County & Municipal Employees (AFSCME) shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant.

In addition, the Department of Labor makes the certification called for under the statute on condition that the attached "*Language for Incorporation into the Contract of Assistance*" is made applicable to the **City of Brownsville**. These terms and conditions provide to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b).

In addition, the Department of Labor makes the certification called for under the statute on condition that the **Texas Department of Transportation**, as a precondition to the release of assistance to any Recipient under the grant, ensures that such Recipient agrees to the respective terms and conditions referenced herein. This certification letter, and the corresponding protective arrangements, shall be incorporated into the contract of assistance between the **Texas Department of Transportation** and the U.S. Department of Transportation (DOT), by reference. The **Texas Department of Transportation** shall incorporate the terms of this certification into a contract with Recipients of funds under the grant, if any, as a precondition to the

release of assistance to any Recipient. These terms and conditions provide to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the above Recipients under the instant project(s) on condition that:

1. This letter and the terms and conditions of the above protective arrangements, shall be made applicable to the instant project and made part of the contract of assistance between the **Texas Department of Transportation** and DOT, by reference;
2. As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the respective protective arrangements referenced above, shall be incorporated into the contract of assistance between the **Texas Department of Transportation** and such Recipient, by reference;

Any dispute or controversy arising regarding the application, interpretation, or enforcement of this provision which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any party to any final and binding dispute settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for a final and binding determination;

3. The term "project" as used in each of the above employee protective arrangements shall be deemed to cover and refer to those portions of the instant project to which they have been applied;
4. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements

referenced in the grant contract between the U.S. Department of Transportation and the **Texas Department of Transportation**, and the parties to the contract so signify by executing that contract. **Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s).** Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;

5. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, except for any disputes arising out of enumerated paragraph 2 above, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
6. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that

arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

**LANGUAGE FOR INCORPORATION INTO THE
CONTRACT OF ASSISTANCE
TX-37-X091**

The **Texas Department of Transportation** shall ensure, as a precondition to the receipt of assistance, that the “Public Body,” the **City of Brownsville**, agrees that the following terms and conditions shall apply for the protection of employees in the mass passenger transportation industry in the service area of the project:

1. The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project. The “service area” as used herein, includes the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project;
2. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued;
3. The Public Body shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project;
4. In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body shall provide or provide for such training or retraining at no cost to the employee;
5. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971 (See

Appendix C-1, a copy of which is included on the Department's website.).

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project;

6. In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Public Body, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;
7. The Public Body agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

In the event of any dispute as to whether or not a particular employee was affected by the project, it shall be the employee's obligation to identify the project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body to prove that factors other than the project affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71);

8. The Public Body shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;
9. The Public Body will post, in a prominent and accessible

place, a notice stating that the Public Body is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees; and

10. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the U.S. Department of Transportation and the Grantee/Applicant, and the parties to the contract so signify by executing that contract. **Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s).** Employees, or their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the protective agreements or arrangements referenced above, shall be incorporated into the contract of assistance between the Grantee and/or Applicant and such Recipient, by reference.

UNIFIED PROTECTIVE ARRANGEMENT

For Application to Capital and Operating Assistance Projects
PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53
January 3, 2011

The following language shall be made part of the Department of Transportation's contract of assistance with the Grantee, by reference;

The terms and conditions set forth below shall apply for the protection of the transportation related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee to any additional Recipient under the grant, the Grantee shall incorporate this arrangement into the contract of assistance between the Grantee and the Recipient, by reference, binding the Recipient to these arrangements.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by reference in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. **Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance, pursuant to the Department's certification, between the Grantee and any Recipient.** Employees may assert claims through their representative with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, refers to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant, including both employees of the Recipient and employees of other public transportation providers. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of

affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices, provided under subparagraph 5(a), involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of

this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision has been rendered pursuant to the dispute resolution procedures in accordance with paragraph (15) of this arrangement; or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final dispute resolution determination is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to the dispute resolution process under paragraph (15) of this arrangement. In any such dispute resolution procedure, the neutral shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the “preconsumption” issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such dispute resolution process, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such dispute resolution procedure, the time period within which the parties are to respond to the list of potential neutrals submitted by the American Arbitration Association shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, and the award of the neutral shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days if post hearing briefs are submitted by either party. The intended change shall not be instituted during the pendency of any dispute resolution proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final decision is

rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final dispute resolution determination rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final dispute resolution determination shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final decision pursuant to subparagraph (b).

(6)(a) Whenever an employee retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid to each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the

difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid to each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

<u>Employee's length of service</u> <u>prior to adverse effect</u>	<u>Period of protection</u> <u>equivalent period</u>
1 day to 6 years	6 years
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished

but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer, after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance.

During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final and binding dispute resolution determination rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and

local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 " " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 " " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15) Any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c) of this arrangement, the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient(s) and the Union(s), which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be submitted at the written request of the Recipient(s) or the Union(s) in accordance with a final and binding resolution procedure mutually acceptable to the parties. Failing agreement within ten (10) days on the selection of such a procedure, any party to the dispute may request the American Arbitration Association to furnish an arbitrator and

administer a final and binding arbitration under its Labor Arbitration Rules. The parties further agree to accept the arbitrator's award as final and binding.

The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient(s), and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected, as a result of the project, may file a written claim through his/her Union representative with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless the claim is filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claims.

The Recipient will fully honor the claim, making appropriate payments, or will give written notice to the claimant and his/her representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed in accordance with the final and binding resolution procedures described in paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) hereof, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes

in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Grantee and between the Grantee and any Recipient; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree in writing. **Transit employees in the service area of the project are third-party beneficiaries to the terms of this protective arrangement, as incorporated by reference in the contractual agreement.**

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or local law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its work force(s) in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

EXHIBIT J
ACKNOWLEDGEMENT OF ADDENDA

EXHIBIT J – ACKNOWLEDGEMENT OF ADDENDA

**FIXED ROUTE BUS SERVICE WITH AMERICANS WITH DISABILITIES ACT
COMPLEMENTARY PARATRANSIT SERVICE**

SOLICITATION #2014-8-21

The undersigned acknowledges receipt of the following addenda to the City Request for Proposal documents (give number and date of each)

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the request which would require rejection of the proposal.

The undersigned understands that any condition stated above, clarification of the above, or information submitted on or with this form other than requested will render the quotation non-responsive.

DATE: _____

RESPONDENT/ CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

AUTHORIZING OFFICIAL
SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT K
RESPONDENT INFORMATION FORM

EXHIBIT K - RESPONDENT INFORMATION FORM

Instructions: Respondent shall complete and submit this form as a part of the proposal.

COMPANY INFORMATION

LEGAL BUSINESS NAME: _____

BUSINESS ENTITY TYPE: _____

TAX ID NUMBER: _____

DUNS NUMBER: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE NUMBER: _____

E-MAIL: _____

EARLIEST SERVICE START DATE: _____

NUMBER OF AVAILABLE DRIVERS: _____

OPERATIONAL HOUR LIMITATIONS, IF ANY: _____

COMPANY PRACTICES

The Respondent shall answer the following questions for current company practices.

ACCESS E-MAIL	YES	NO
ACCESS INTERNET	YES	NO
MAINTAIN A DRUG AND ALCOHOL PROGRAM	YES	NO
PERFORM BACKGROUND CHECKS	YES	NO
PERFORM SENSITIVITY TRAINING	YES	NO
PREPARE MONTHLY REPORTS	YES	NO
PROVIDE TRAINING ON ADA-ACCESSIBLE EQUIPMENT	YES	NO

COMPANY POLICIES AND PROCEDURES

Indicate whether Respondent's company maintains and implements the following policies and procedures. If yes, then please attach a copy of your policy or procedure.

ACCIDENT AND INCIDENT REPORTING	YES	NO
ACCIDENT SAFETY RECORDS MANAGEMENT <i>(Respondent shall provide three (3) years of accident safety records, loss history, and experience modifier)</i>	YES	NO
COMPLAINTS	YES	NO
FARE COLLECTION CONTROLS	YES	NO
HEALTH, SAFETY, AND ENVIRONMENT TRAINING <i>(including hazardous materials, inspection plans, and records)</i>	YES	NO
OVERSIGHT OF DAILY OPERATIONS	YES	NO
RECORDS MANAGEMENT	YES	NO
SECURITY	YES	NO
SUPERVISION	YES	NO
TRAINING <i>(including safety sensitive positions and drug and alcohol training)</i>	YES	NO
U.S. DOT DRUG AND ALCOHOL PLAN <i>(including testing)</i>	YES	NO
VEHICLE MAINTENANCE AND RECORDS MANAGEMENT <i>(including pre- and post-trip vehicles inspections, original equipment manufacturer's recommended requirements for preventative and unscheduled transit vehicle maintenance and ADA equipment and unscheduled preventative maintenance)</i>	YES	NO

EXCEPTIONS / SUBSTITUTIONS

Please list any proposed exceptions and/or substitutions to the RFP.

PART NUMBER	PARAGRAPH NUMBER	EXCEPTION / SUBSTITUTION

SUBCONTRACTOR INFORMATION

Please list any proposed subcontractors being utilized for the scope of work.

COMPANY NAME	DUNS NUMBER	RESPONSIBILITY	QUALIFICATIONS	REFERENCE NAME	REFERENCE TELEPHONE NUMBER

EXHIBIT L
NOT USED

EXHIBIT M
PRICE PROPOSAL FORM

EXHIBIT M – PRICE PROPOSAL FORM

*Fixed Route Bus Service with
Americans with Disabilities Act Complementary Paratransit Service*

SOLICITATION #2014-8-21

PRICE PROPOSAL CERTIFICATION

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other Respondent and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that the Respondent has not violated the antitrust laws of the State, Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws.
- F. The individual signing this proposal certifies that he/she is a legal Agent of the Respondent, authorized to represent the Respondent, and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

PRICING

The unit price shall include all of the Contractor’s costs to provide Fixed Route Bus Service with Americans with Disabilities Act Complementary Paratransit Service including, but not limited to vehicle operations, maintenance, non-vehicle maintenance and general administration. The costs shall be split, by percentage of total cost, into each category. **Respondents may propose on one or both services.**

INITIAL SERVICE PRICING

1. Pricing, Base Period, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36		
	2	Variable Cost	Revenue Hour	18,000		
	Total Price Base Period, Fixed Route Service					

Base Period, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

Pricing, Base Period, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36		
	2	Variable Cost	Revenue Hour	9,000		
	Total Price Base Period, ADA Paratransit Service					

Base Period, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

2. Pricing, Option #1, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12		
	2	Variable Cost	Revenue Hour	6,000		
	Total Price Option #1, Fixed Route Service					

Option #1, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

Pricing, Option #1, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12		
	2	Variable Cost	Revenue Hour	3,000		
	Total Price Option #1, ADA Paratransit Service					

Option #1, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

3. Pricing, Option #2, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12		
	2	Variable Cost	Revenue Hour	6,000		
	Total Price Option #2, Fixed Route Service					

Option #2, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

Pricing, Option #2, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12		
	2	Variable Cost	Revenue Hour	3,000		
	Total Price Option #2, ADA Paratransit Service					

Option #2, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

**For definitions, please see the National Transit Database webpage at:*

http://www.ntdprogram.gov/ntdprogram/pubs/ARM/2013/html/2013_Reporting_Manual_Table_of_Contents.html

SERVICE EXPANSION PRICING

1. Pricing, Base Period, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36		
	2	Variable Cost	Revenue Hour	18,000		
	Total Price Base Period, Fixed Route Service					

Base Period, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

Pricing, Base Period, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36		
	2	Variable Cost	Revenue Hour	9,000		
	Total Price Base Period, ADA Paratransit Service					

Base Period, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

2. Pricing, Option #1, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12		
	2	Variable Cost	Revenue Hour	6,000		
	Total Price Option #1, Fixed Route Service					

Option #1, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

Pricing, Option #1, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12		
	2	Variable Cost	Revenue Hour	3,000		
	Total Price Option #1, ADA Paratransit Service					

Option #1, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

3. Pricing, Option #2, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price

5	1	Fixed Cost	Month	12		
	2	Variable Cost	Revenue Hour	6,000		
	Total Price Option #2, Fixed Route Service					

Option #2, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

Pricing, Option #2, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12		
	2	Variable Cost	Revenue Hour	3,000		
	Total Price Option #2, ADA Paratransit Service					

Option #2, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration

**For definitions, please see the National Transit Database webpage at:*

http://www.ntdprogram.gov/ntdprogram/pubs/ARM/2013/html/2013_Reporting_Manual_Table_of_Contents.html

EXHIBIT N
DRAFT CITY OF CONROE ADA COMPLEMENTARY PARATRANSIT
PLAN

City of Conroe ADA
Complementary
Paratransit Plan

DRAFT



*505 West Davis Street
Conroe, Texas 77301*

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BACKGROUND

The City of Conroe (Conroe) operates public transit services within the city limits through its transportation department. Conroe's transit program is managed by Conroe staff with oversight provided by a five (5) member city council and mayor. Conroe operates one (1) fixed route and as required by the Federal Transit Administration (FTA) and the 1990 Americans with Disabilities Act (ADA), complementary paratransit services to individuals who, due to a disability, are unable to use the fixed route.

This document complies with the requirements outlined in United States Code Title 49, Transportation, Part 37, Transportation for Individuals with Disabilities.

PLAN DEVELOPMENT AND PUBLIC INVOLVEMENT PROCESS

Several steps, outlined below, will be required to complete the final Conroe ADA Complementary Paratransit Plan and prepare for implementation of service. These steps will be conducted in a manner that ensures community, public, and stakeholder participation.

- *Complete Initial Research and Draft ADA Complementary Paratransit Plan.* The draft plan included demand estimates and associated methodologies, ADA Complementary Paratransit Service requirements, and five-year operating and capital budget estimates.
- *Present Draft ADA Complementary Paratransit Plan to Conroe Officials.* The draft plan was presented to individuals with knowledge of the establishment of transit in Conroe for feedback and comment.
 - Agency Meetings: September 3, 2014
- *Revise Draft ADA Complementary Paratransit Plan to Reflect Comments and Changes from Conroe Officials.* The draft plan was revised to reflect recommended changes and a public open house was held to introduce the new service and gather comments on the proposed Conroe ADA Complementary Paratransit Plan from the public. Comments made at the public meeting or during the public comment period were recorded, documented, and compiled sign-in sheets and other documentation as an appendix to this document.
 - Public Meetings: TBA
 - Complied with Title VI and LEP requirements
 - Advertised in _____
- *Revise Draft ADA Complementary Paratransit Plan to Reflect Comments from Public Participation.* In response to public input, the draft plan was revised and the final Conroe ADA Complementary Paratransit Plan was submitted to the Texas Department of Transportation's (TxDOT) Compliance Department for review as part of the public participation.
- *Conroe will keep this plan on file for FTA review.*

OVERVIEW OF ELIGIBILITY AND APPEALS

The ADA define a disability, with respect to an individual, as a physical or mental impairment that substantially limits the ability to conduct one or more major life activities (i.e. caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, work, etc.). All persons who are unable to use the accessible fixed-route bus service due to a disability and who meet the

functional and geographical eligibility requirements are eligible to use the ADA complementary paratransit service after completing the necessary eligibility and registration procedures.

ADA complementary paratransit eligibility criteria (49 CFR 37.123) include, but are not limited to, the following categories for individuals with a disability:

- Who is unable to board, ride, or deboard any vehicle independently on the fixed-route bus system that is readily accessible to and usable by persons with disabilities;
- Who is unable to navigate the fixed route bus system, including transfers;
- Who requires the assistance of a wheelchair lift and one is not available on the fixed-route bus service during the time the individual wishes to travel; and/or
- Who has an impairment-related condition that prevents getting to or leaving a bus stop.

Paratransit applicants with a permanent or temporary disability must provide personal verification of the disabling condition and functional limitations including a letter from a qualified, professionally-trained healthcare professional that has experience in the field of the individual's disability, such as a physician or other healthcare provider. The healthcare professional will verify the criterion that prevents the applicant from using the accessible fixed-route bus service. Along with the qualified healthcare professional's assessment, the applicant will need to fill out the Conroe ADA Complementary Paratransit Program Eligibility Forms and the information release agreement. Forms and information on applying for the ADA complementary paratransit service are available on the Conroe website: <http://www.cityofconroe.org/Transit/conroe-transit.html>, at the Conroe offices at 505 West Davis Street, Conroe, Texas 77301, and available, upon request, through the mail. Request can be made in writing or by phone at (936) 522-3526.

After the required ADA Complementary Paratransit Program Eligibility Forms and the qualified healthcare professional's assessment of the applicant have been received at the Conroe offices, Conroe will review the application to ensure all forms have been completed. Conroe does not charge a fee for either the application or the certification process. Conroe will not accept incomplete eligibility forms and, after the completed application is received at the Conroe offices, a review of eligibility will begin and be completed within 21 days. Conroe does not perform any in-house functional assessments to determine eligibility. Conroe will notify the applicant of the decision in writing. If the applicant is not notified within 21 days of submitting the ADA Complementary Paratransit Program Eligibility Forms and the qualified healthcare professional's assessment, temporary ADA complementary paratransit service will be provided to the individual until a decision is made. If the application is denied, the applicant has the right to contest the decision within 60 days of the denial notice. Any contested denied applications will be reviewed by a panel of individuals, who were not part of the original decision.

Individuals will be qualified in one of two ways: full eligibility or temporary eligibility. Full eligibility is given to individuals who are deemed eligible for complementary paratransit service for a trip with origins and destinations within $\frac{3}{4}$ of a mile of the fixed-route bus service during times of service. These individuals will undergo a recertification process every three (3) years.

Temporary eligibility is the service that is provided when applications are not reviewed within 21 days or when a disability prevents an individual from using the fixed route system for a limited period of time. Temporary eligibility will be determined with the same eligibility process as the full eligibility.

The Appeals and Complaint Process will be used when an applicant wishes to appeal the decision of Conroe regarding ineligibility or suspension of service. Service will be provided during the appeals process.

In the event an individual has been determined ineligible for service, the individual may file a written appeal within **60 days** after receiving the determination of ineligibility. In the event an individual has been issued a suspension of service notice, the individual has **30 days** to contest the suspension by submitting a written statement. Written appeals should be sent to:

City of Conroe
Attn: Public Transportation Administrator
505 West Davis Street
Conroe, Texas 77301

Upon receipt of the appeal, Conroe will contact the individual within five (5) business days to schedule an appointment for the individual to be heard in person and to present information and arguments. Authorized representatives of Conroe and/or members of the disability community will conduct a hearing at the Conroe office. Within five (5) business days of the hearing, Conroe will notify the applicant in writing as to the result of the hearing.

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BACKGROUND & EXISTING ORGANIZATION

Conroe is located off of Interstate Highway 45 at the intersection of the “Union Pacific and the Burlington Northern Santa Fe railroads, seven (7) miles southeast of Lake Conroe in central Montgomery County.”¹ Named after the Houston lumberman Isaac Conroe, Conroe was incorporated in 1904 with a population of 1,009. Conroe is the county seat for Montgomery County. Several industries have thrived in the area including lumber, oil, and manufacturing over the last century.

Conroe established transit services in January 2015 with one (1) fixed route. This ADA complementary paratransit service will be operated solely within $\frac{3}{4}$ mile of the fixed route. Transit services will be managed by a Conroe department and contracted through a third-party contractor.

SERVICE AREA POPULATION

The 2000 U.S. Census estimated population for Conroe is 36,811. The 2010 U.S. Census population estimate for Conroe is 56,207 individuals, a 52.7 percent increase. While the number of individuals age 65 and above increased from 3,559 to 6,153, a 72.9 percent increase, individuals with disabilities decreased from 7,620 in 2000 to 5,403 in 2010, a 29.1 percent decrease (Table 1: Conroe Population Statistics).

Table 1: Conroe Population Statistics

Category	Year 2000	Year 2010
Total Population	36,811	56,207
Seniors (age 65 and above)	3,559	6,153
Individuals with Disabilities	7,620	5,403

CURRENT TRANSIT SERVICES

Conroe operates a transit system, beginning in 2015. The fixed route runs north to retail outlets at North Loop 336 and south to the medical centers at South Loop 336 and loops through the Dugan neighborhood to the east, covering approximately 20 route miles round trip. The route is operated Monday through Friday with service hours from 7:00 a.m. to 7:00 p.m. The route maintains 30 minute to one (1) hour headways.

Conroe fixed-route one-way fare is \$1.50 per trip. Half-price discounts are provided for seniors age 65 and older, individuals with a disability, Medicare cardholder, children aged six (6) to twelve (12), and students. Children aged five (5) and under ride for free. Individuals who qualify for a reduced fare must apply for a Conroe Connection card in order to receive the discount. Information and application for the reduced fare program are available at www.conroecconnection.org.

Conroe maintains four (4), 28-foot vehicles in its bus fleet, all of which are ADA-compliant low-floor, kneeling buses. The Titan II LF utilizes a Chevy G4500 gas chassis with a power ramp that exceeds ADA requirements. The vehicles can seat 21 passengers and up to five (5) wheelchair positions. The vehicles will be built in 2014.

¹ Charles Christopher Jackson, "CONROE, TX," Handbook of Texas Online (<http://www.tshaonline.org/handbook/online/articles/hec03>), accessed July 28, 2014. Published by the Texas State Historical Association.

Bus stop accessibility varies on the fixed route. Some stops are connected by sidewalks, ADA-accessible ramps and pedestrian-safe crossings, while others are poorly maintained and/or have no sidewalks or ADA-accessible ramps. Conroe is in the process of completing streetscape improvements along the fixed-route corridor.

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DEMAND RESPONSE SERVICE PROVIDERS

An inventory of services provided by other agencies and organizations that may be used in whole or in part to meet the requirement of complementary paratransit service is required to be included in the ADA Complementary Paratransit Plan.

In 2011, H-GAC sent surveys to 200 organizations that were not direct recipients of federal or state funds but provided transportation in the region. Of the 200 surveys, 20 organizations responded. Table 2: Other Service Providers presents the organizations that self-identified themselves as providing transportation to individuals who were elderly and/or disabled and were active in Montgomery County. None of the organizations identified themselves as an ADA-compliant complementary paratransit service. Most of the organizations restrict their services to their clients and were not available to the general public.²

Table 2: Other Service Providers

Name	Type of Client	Trip Purpose	Type of Service	Time of Service	Days of Service	No. of Vehicles
The Friendship Center	Elderly, Disabled	Medical Shopping Social recreational Congregate Meals	Flexible Route - Deviation	8 AM to 6 PM	Weekdays	9
Alpha Medical Transport	Elderly, Disabled, Welfare to Work, Students, Other	Medical, Social, Recreational, Shopping, Other	Fixed, Flexible, Subscription Service, D/R, Rideshare	5 AM to 6 PM	Monday to Saturday	2
Franklin Transportation Services	Elderly, Disabled, Students, Others	Work, Medical, Education, Shopping, Nutrition	D/R, Ride Share	5 AM to 10 PM	Monday to Sunday	8
Excelsior Stage Coach	Elderly, Students, Others	Education, Shopping, Social	D/R	5 AM to 10 PM	Monday to Sunday	65
Royal Carriages Limousine	Elderly, Others	Shopping, Social, Recreation	D/R, Ride Share	5 AM to 10 PM	Monday to Sunday	19
RR Transportation Services	Elderly, Disabled, Students, Welfare to Work, Others	Work, Medical, Social, Nutrition, Recreation, Other	D/R	N/A	N/A	N/A

The demand response provider for the Conroe- The Woodlands Urbanized Area is The Friendship Center (TFC), a nonprofit social service agency. TFC provides curb-to-curb service for seniors and individuals with disabilities. TFC provides trips within Montgomery County, free of charge. The county spans over 1,100 square miles and is home to 65,000 senior adults. The transportation program is operated with a

² H-GAC, Regional Coordinated Transportation Plan, 2011 Final Draft, Appendix B: Transportation Providers Detailed Inventory. <http://www.ridethegulfcoast.com/index.htm>. Accessed Oct 17, 2011.

fleet of ten (10) vehicles, all of which are wheelchair accessible. There are no restrictions on trip purpose.³ The Friendship Center provides an average of 2,600 trips each month.

The Brazos Transit District (BTD) is a general public transportation provider that provides service to the rural areas of Montgomery County as part of its 16-county service area. BTD operates fixed route, waterway, paratransit, demand response, and park & rides services. BTD previously provided demand response services for Conroe.

Demand response is a shared ride curb-to-curb service with no origin or destination restrictions within the service area. BTD provides trips for shopping, work, personal, medical appointments, or dialysis. The demand response service provided in Montgomery County is available Monday through Friday from 6:00 a.m. to 10:00 a.m. and 2:00 p.m. to 6:00 p.m. Fares for the service are detailed in Table 3.

Table 3: Brazos Transit District Fares	
Category	Fare
<i>Within the same county</i>	
General public one-way	\$3.50
Same day trips one-way	\$5.50
Additional trips	\$2.50
Round trip ticket	\$7.00
Ticket Book (20 Round Trips)	\$140.00
MultiRide Pass (21 round trips)	\$135.00
<i>County to County</i>	
General public – Crossing one county one-way	\$4.00
General public – Crossing two counties one-way	\$5.00
Each addition county plus base fare one-way	\$2.00
Additional trips	\$2.50
Same day trips one-way (plus base & county fare)	\$2.00
Round trip ticket crossing one county	\$8.00
Ticket Book (20 round trips) crossing one county	\$160.00
MultiRide Pass (21 round trips) crossing one county	\$155.00

Data from BTD demand response service, along with TFC demand response service based in Conroe, was used in part to estimate demand for the ADA complementary paratransit services in the Conroe area.

On July 8, 2014, at The Greater Conroe Area Chamber of Commerce, a workshop was conducted and documented the various transportation service providers in Montgomery County. Along with TFC and BTD, there were several other providers of service identified. Most of these agencies or organizations provide transportation for specific events or programs.

³ <http://www.thefriendshipcenter.com/programs/transportation>

Table 4: Montgomery County Health and Human Services Agencies

Name	Type of Client	Service Provider	Trip Purpose	Time of Service	Days of Service	No. of Vehicles
Montgomery Co. United Way	Multiple Populations with Need	Works with 211 Retrieval Service or The Friendship Center	Follows Contractor(s) guidelines	Follows Contractor(s) guidelines	Follows Contractor(s) guidelines	Not Available (N/A)
Tri-County MHMR	Elderly, Disabled, General Population	Refers individuals to the Brazos Transit District or uses agency cars	Medical	Follows Contractor(s) guidelines	Follows Contractor(s) guidelines	N/A
Interfaith of The Woodlands	Seniors	Provides trips through volunteer's vehicles	No limitations	N/A	N/A	N/A
Montgomery County Public Health Services	Emergency	Provides Emergency Preparedness Sign Up	N/A	N/A	N/A	N/A
Bridgewood Farms	Disabled	Provides trips in-house	Programs and social trips	7:00 a.m. to 5:30 p.m., plus for events	Monday to Friday, some weekend events	2 buses, 3 vans
YMCA Bright Lights	Follows Contractor(s) guidelines	Works with The Friendship Center	Follows Contractor(s) guidelines	Follows Contractor(s) guidelines	Follows Contractor(s) guidelines	10
Montgomery County Women's Shelter	Women	Provides an in-house van service	Legal and Medical	N/A	N/A	N/A
Lone Star	Medicaid	Provides Medicaid trips	N/A	N/A	N/A	N/A
New Danville	Adults with intellectual and developmental disabilities	Provides trips in-house	Programs and social trips	N/A	Monday to Friday	5 vans (no wheelchair access)

Another resource for ADA complementary paratransit service is Private Vehicles for Hire (PVH) or taxis (Table 5). Some transportation agencies contract with privately owned vehicles as either primary or secondary providers of ADA complementary paratransit service. Flexibility, ability to fill demand during peak times or hard-to-serve areas, response time, and service quality are some of the benefits noted by transportation agencies that use PVH to fulfill or supplement their ADA complementary paratransit program. Questions about service quality, fraud, excessive cost, and inconsistent driver training, are noted as problems frequently encountered. However, PVH may be an alternative for Conroe to fulfill trip requests the agency cannot meet efficiently or cost-effectively. One type of PVH arrangement is a user-side subsidy or taxi voucher which enables transportation providers to limit the number and cost of trips by purchasing fare media in advance.

Currently, only five taxi companies are permitted to operate in Conroe.

Table 5: Permitted Taxi Companies

Company	Status	Address	Phone Number
All Star Taxi	Permitted	402 S Frazier, Conroe, TX	936-232-7759
City Cab	Permitted	916 McCall, Conroe, TX	936-447-0055
CVS Taxi	Permitted	900 W Davis St., Ste. 209, Conroe, TX	936-537-5829
Leal Taxi	Permitted	2640 Defore Rd., Conroe, TX	936-230-4734
Taxi 24	Permitted	503 Everett, Conroe, TX	936-756-8294

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ELIGIBILITY

Currently Conroe is served by TFC in the urban areas and BTD provides service to the rural areas of Montgomery County as well as 15 other counties. TFC provides demand response trips to seniors and individuals with disabilities in Montgomery County. BTD provides general demand response trips in the rural area of Montgomery County. Both organizations have provided Conroe with general demand response service within the past few years.

To be eligible for ADA complementary paratransit service, a trip must be geographically eligible, where both the origin and destination are within a $\frac{3}{4}$ mile radius of a fixed route. Once the trip is considered geographically eligible, then it must be determined if the rider is functionally eligible for ADA complementary paratransit service (Figure 1: ADA Complementary Paratransit Eligibility). Figure 2 presents the $\frac{3}{4}$ mile geographic eligibility area for Conroe.

Demand Data Sets

Three data sets were analyzed to estimate demand. The first set includes a sample from BTD from April 2012 to March 2013, when BTD primarily provided general demand response for Conroe. The second set includes a sample from TFC from October 2011 to September 2012, when both the District and TFC provided demand response services within Conroe. The third set includes a sample from TFC from October 2013 to June 2014, when TFC primarily provided limited eligibility demand response services within Conroe. Conroe anticipates that only a fraction of these trips will be eligible for the complementary service.

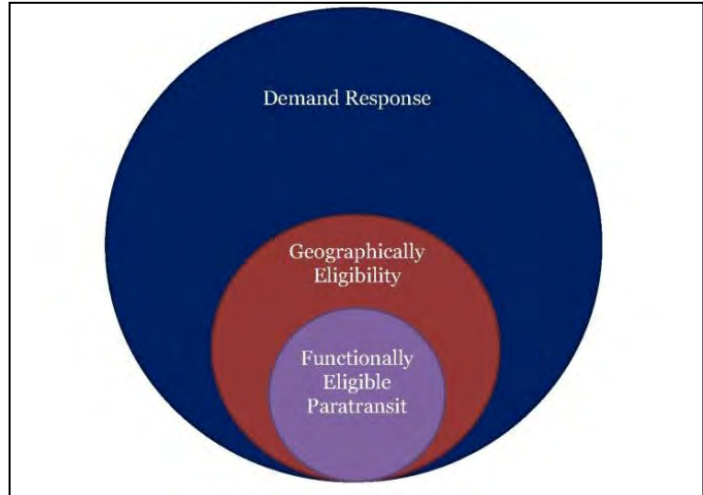


Figure 1: ADA Complementary Paratransit Eligibility

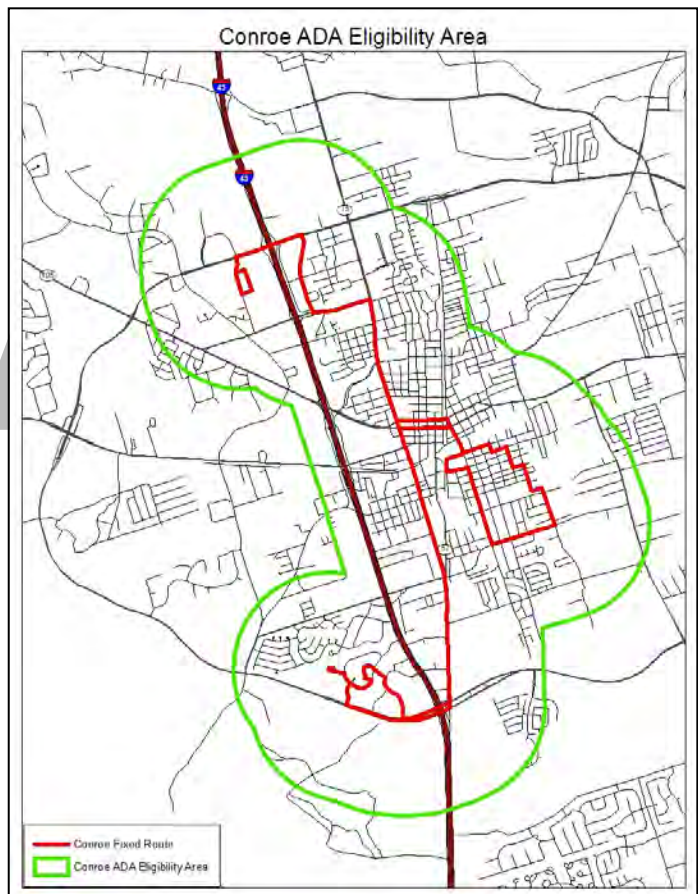


Figure 2: Conroe ADA Eligibility Area

Brazos Transit District, April 2012 – March 2013

Of 2,571 total trips, BTD provided 235 trips within the ADA eligibility area over a 12-month period. For the 235 trips, there were 33 unique pick-up addresses and 43 unique drop-off addresses. Conroe reviewed trip purposes within these geographically eligible areas. Out of the 235 trips, 60 percent were dialysis trips.

Purpose	Total
Banks	2
Dialysis	142
Employment	10
Grocery Store	13
Medical	15
Other	43
Personal	10
Grand Total	235

There were 260 weekdays in this period, with an average of 0.91 trips per day.

The Friendship Center, October 2011 – September 2012

Of the 26,506 total trips, TFC provided 6,523 trips within the ADA eligibility area over a 12-month period. For the 6,523 trips, there are 122 unique pick-up addresses and 128 unique drop-off addresses. Conroe reviewed TFC’s trip purposes, which differs from BTD, within these geographically eligible areas in Conroe. "Center" trips are those to TFC activity centers for a congregate meal, games, and socialization. "Essential" trips are those to the bank, social service offices, etc. "Recreational" trips are field trip outings or special events, which might be hosted by an activity center. "Home" trips are the return trips to clients’ home regardless of pick up location. For the 6,523 trips, 36.2 percent of trips were to travel to the activity center located within the ADA eligibility area.

Purpose	Total
Center	2,362
Essential	273
Home/Return	2,912
Medical	516
Recreational	345
Shopping	100
VA	15
Grand Total	6,523

There were 260 weekdays in this period, with an average of 25.09 trips per day.

The Friendship Center, October 2013 – June 2014

Of the 17,401 total trips, The Friendship Center provided 1,754 trips within the ADA eligibility area over a 9-month period. For the 1,754 trips, there are 130 unique pick-up addresses and 123 unique drop-off addresses. Trip purposes were not recorded during this time frame.

There were 195 weekdays in this period, with an average of 8.99 trips per day.

Conroe averaged the data set’s average trips per weekday and estimated 11.66 trips per day.

PLANNED MODIFICATIONS

Prior to this plan, Conroe has not had an ADA complementary paratransit plan or fixed-route bus service. Therefore, there are no modifications to a current plan, policy, or service. The next section outlines and describes the policies regarding the proposed ADA complementary paratransit service as required by 49 CFR Part 37.139. Since there has been no fixed route service or ADA complementary paratransit services in Conroe before 2014, the proposed ADA complementary paratransit service practices are established in the next pages.

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SERVICE AREA AND HOURS

<i>ADA Requirement</i>	<i>Proposed ADA Paratransit Plan</i>
<i>All areas within ¾ mile of a route station</i>	<i>Provide service to all areas within ¾ mile of fixed route</i>
<i>All times when fixed route is in service</i>	<i>Provide service from 7:00 a.m. to 7:00 p.m., Monday to Friday</i>

Service Area and Hours Descriptions

The proposed Conroe ADA Complementary Paratransit Plan will provide service to eligible individuals with trip origins and destinations within ¾ mile from the fixed-route bus service. The ¾ mile eligibility requirements will create a service area that covers a portion of Conroe. The service hours for the ADA complementary paratransit service will be from 7:00 a.m. to 7:00 p.m. and will match the fixed-route bus service hours.

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RESERVATIONS AND RESPONSE TIME

<i>ADA Requirement</i>	<i>Proposed ADA Paratransit Plan</i>
<i>Reservations can be made during all normal business hours as well as during times, comparable to normal business hours, on a day when the entity's offices are not open before a day of service</i>	<i>Reservations will be accepted during all business hours as well as Sunday 8:00 a.m. to 5:00 p.m.</i>
<i>Trips may be scheduled up to fourteen (14) days in advance</i>	<i>Trips will be allowed to be scheduled up to seven (7) days in advance</i>
<i>Changes to reservation practices follow FTA public participation requirements</i>	<i>Changes to reservation policy will follow FTA public participation requirements</i>
<i>Subscription Service can be provided as long as it does not consume more than 50 percent of capacity</i>	<i>Subscription service will be an option for medical and dialysis trips when space is available</i>

Reservations and Response Time Descriptions

Reservations for ADA complementary paratransit service can be made by phone, up to seven (7) days in advance. Next day reservations can be made prior to 5:00 p.m., the day before service is requested. Reservations can be made Sunday through Friday from 8:00 a.m. to 5:00 p.m.

FTA emphasizes a passenger's needed arrival and appointment time must be taken into account when scheduling complementary paratransit trips. Conroe's ADA complementary paratransit service will maintain records of scheduled versus actual pick-ups and drop-offs to better document late arrivals and no shows. Conroe policy will allow reservationists to negotiate pick-up times, but all trips are scheduled within 15 and 55 minutes in advance of the appointment time. Return trips are scheduled between 15 and 55 minutes of the requested time.

Subscription service will be considered a trip that occurs to and from the same places, at the same time, on the same days for a period of 60 days or longer. In accordance with 49 CFR Part 37.133, Conroe has established trip purpose restrictions for subscription services participation for medical and dialysis trip purposes. Subscription services will be available as long as it does not interfere with any other scheduled trips or cause denied trips.

Any changes to reservation policies will allow for public participation before permanent changes occur.

FARES

<i>ADA Requirement</i>	<i>Proposed ADA Paratransit Plan</i>
<i>No more than twice the basic adult fare for a comparable fixed-route trip</i>	<i>Maintain fares within ADA guidelines for fares, charges for PCAs, and companion passengers</i>
<i>No charge for personal care attendants (PCAs)</i>	<i>PCAs will not be charged a fare</i>
<i>One companion can ride at the same fare as eligible passenger</i>	<i>Companions riding with ADA eligible individuals using ADA complementary paratransit services will be charged the same</i>
<i>ADA Best Practices</i>	
<i>A low- or no-fare policy for ADA eligible riders who use fixed route, or half fare for ADA eligible riders during off-peak hours</i>	<i>ADA eligible individuals will receive a half fare on fixed route</i>

Fares Descriptions

Conroe's basic fare policy meets ADA requirements, which require fares for an ADA complementary paratransit service not exceed two times the fixed route fare. Since the fixed route bus service will charge \$1.50 for one-way trips, the ADA complementary paratransit service will charge \$3.00 for one-way trips. PCAs will not be charged a fare to ride ADA complementary paratransit services with the ADA eligible rider. Companions of ADA complementary paratransit passengers will be charged the same as the ADA eligible individual per trip. Individuals who qualify for the ADA complementary paratransit service will ride for half-fare on the fixed route bus service or \$0.75 for one-way trips.

SERVICE QUALITY AND ACCESS TO SERVICE

<i>ADA Requirement</i>	<i>Proposed ADA Paratransit Plan</i>
<i>No limits on types of trip</i>	<i>Maintain policies and procedures as required by ADA regulations, including no limits on types of trips</i>
<i>No limits on the number of trips</i>	<i>No limits on the number of trips</i>
<i>No waiting list</i>	<i>No waiting list</i>
<i>No significant number of denied trips</i>	<i>No significant number of denied trips</i>
<i>No practices which limit access to service, such as: long hold times, significantly late pick-ups, and excessively long ride times</i>	<i>No practices which limit access to service, such as: long hold times, significantly late pick-ups, and excessively long ride times</i>

Service Quality and Access to Service Descriptions

ADA complementary paratransit service will not schedule excessively long trips. An excessively long trip is one that is significantly greater than the equivalent trip time for a fixed route, including ingress and egress to the bus stop.

If an individual is eligible for ADA complementary paratransit service, there will be no restrictions on trip purpose for trips that have origins and destination within $\frac{3}{4}$ mile of the fixed route bus system.

ADA complementary paratransit service will not exceed ten (10) percent of late trips. Conroe policy for on-time performance for ADA complementary paratransit services is 90 percent. Trip will be considered on time if the ADA complementary paratransit operator arrives at a pick up destination within 15 minutes of a scheduled pick up.

Conroe's policy for trip time length is equitable to that of a fixed route trip including the time for transfers, ingress, and egress. Trip time length will vary depending upon each individual trip and the varying service areas.

Denied trips will be capped at less than one (1) percent. Conroe is committed to providing 100% of requested ADA complementary paratransit trips. Although it is the policy of Conroe to not deny eligible trips, the ADA complementary paratransit service will consider any trip denial as a rare occurrence and is committed to deny less than one (1) percent of trips due to extenuating services.

CUSTOMER SERVICE AND CUSTOMER EXPECTATIONS

ADA Requirement	Proposed ADA Paratransit Plan
<i>Service can be suspended for a reasonable period of time if rider has a pattern of missing scheduled trips</i>	<i>Missing 20 percent of trips within a three (3)-month period will result in suspension of service for one (1) week.</i>
<i>Service may not be suspended for no-shows beyond rider's control</i>	<i>No-shows beyond the rider's control will not be counted towards a rider's list of no-shows</i>
<i>Riders in danger of suspension must be notified in writing</i>	<i>Riders about to be suspended are sent a letter of notification</i>
<i>Riders in danger of suspension must be given an opportunity to contest the suspension</i>	<i>Riders sent letters of suspension notification have 30 days to contest the suspension by written statement</i>
ADA Best Practice	
<i>Late cancellations may be counted as no-shows if they are "functionally equivalent" to a no show. FTA has indicated in triennial reviews that a two (2)-hour window is reasonable</i>	<i>Trips cancelled within two (2) hours of the scheduled time are counted as a no-show</i>

Customer Service and Customer Expectations Descriptions

Conroe's ADA complementary paratransit service will have the following no-show policy: missing 20 percent of trips with a three (3) month period will result in one (1)-week suspension. Explanations for no-shows that are out of the rider's control will be accepted by Conroe and will be considered if the late trip counts against the rider. According to Part 37.125 of Title 49, Transportation, Part 37, Transportation for Individuals with Disabilities, "Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to operator error) shall not be a basis for determining that such a pattern or practice exists." All riders who violate the no-show policy will receive a letter of notification, explaining the reasons for suspension that will include the dates of the no-shows. Riders will be allowed to contest the decision in a written statement within 30 days of the letter being sent. Trips cancelled within two (2) hours will be counted as a no-show. If the same individual has a higher percent of no-shows the next month, the rider will have a lengthened suspension. If the practice continues, Conroe may indefinitely suspend the violating rider.

ELIGIBILITY

<i>ADA Requirement</i>	<i>Proposed ADA Paratransit Plan</i>
<i>Service limited to individuals with disabilities who are unable to use the fixed-route service due to physical or mental impairment</i>	<i>Service provided to individuals who cannot use fixed-route service and/or access fixed-route bus stops due to disability</i>
<i>Information and materials needed to establish eligibility must be made available in alternative formats</i>	<i>Information made available on Transit section of Conroe's website and in writing</i>
<i>Determination of eligibility must be made within 21 days in writing</i>	<i>Determinations of eligibility will be made within 21 days in writing</i>
<i>Appeals process to contest eligibility determination must occur within 60 days</i>	<i>Appeals accepted within 60 days</i>
ADA Best Practice	
<i>Recertification allowed at reasonable intervals but can be waived for individuals whose condition is not expected to change</i>	<i>Recertification occurs every three (3) years for all individuals who are not temporarily disabled or whose condition is not expected to change</i>
<i>Eligibility may be for specific trips only (Conditional Eligibility)</i>	<i>Conditional Eligibility will not be provided at this time</i>
<i>Eligibility may be determined using a functional assessment</i>	<i>A functional assessment may be performed at no cost to the applicant</i>

Eligibility Descriptions

Conroe's determination of eligibility/application process requires the applicant to complete the ADA Complementary Paratransit Program Eligibility Forms with an information release agreement. The information release agreement allows the applicant's qualified healthcare professional to write to Conroe on company letterhead, certifying the applicant's eligibility. A third party may perform a functional assessment or in-person interview at no cost to the applicant. Conroe will make a determination of eligibility within 21 days and provides this determination in writing to the applicant. If the applicant does not receive notice of his or her eligibility status within 21 days of submitting his or her full application, the applicant will receive ADA complementary paratransit service until a decision has been made. If eligibility is denied, the individual will have 60 days to contest this decision. More information will be provided on Conroe's website, by phone or in the Rider Guide provided by Conroe about appealing the decision. Conroe will provide documentation to those deemed eligible with their determination for use on the ADA complementary paratransit service and for other paratransit services.

COMPLEMENTARY PARATRANSIT SERVICE FOR VISITORS

Conroe will provide ADA complementary paratransit services for visitors of the system. Visitors include individuals with a disability who do not live within jurisdictions served by Conroe, but would prefer service. Those individuals who present documentation of ADA complementary paratransit eligibility and/or other documentation of a disability that is not apparent, as well as jurisdiction identification, will receive ADA complementary paratransit service as outlined in this plan.

Visitors will be allowed service for any combination of 21 days for a 365-day period, starting with the visitor's first use of the ADA complementary paratransit service.

TIMETABLE FOR PARATRANSIT SERVICE

Conroe's timetable for implementation includes the following:

Fall/Winter 2014 – Begin distribution of Conroe's ADA Complementary Paratransit Program Eligibility Forms

Winter 2015 – Begin ADA complementary paratransit service

CAPITAL AND OPERATING COST PROJECTIONS

Conroe does not currently have a formal ADA complementary paratransit policy and this plan can only provide a rough estimate of the number of geographically and functionally eligible trips and costs. BTD and TFC demand response programs offer a level of service that is somewhat equivalent to the planned ADA complementary paratransit service and therefore the basis for the projected ADA complementary paratransit costs estimates are derived from the demand response data.

BTB reported to the National Transit Database that the FY 2012 urban area demand response operating expense per unlinked passenger trip was \$47.22. TFC reported in a demand response operating expense per unlinked passenger trip was \$20.50. The average between the two services is \$33.86. The ADA complementary paratransit service is higher-level of service than demand response and therefore the operating expense per unlinked passenger will be slightly higher. The additional costs will include expanded service hours, additional staffing for call center, and administration.

In addition, a new ADA demand-response vehicle was purchased in 2014. Another new vehicle will be recommended depending on the number of geographically and functionally eligible trips. Each vehicle is projected to cost \$135,000 per vehicle.

The Conroe ADA Complementary Paratransit Plan estimates that the first year operating expense per passenger for the ADA complementary paratransit service will be \$40. A four (4) percent inflation rate is applied to subsequent years. As stated previously of the estimated weekday trip demand of 11.66 trips per day were considered to be geographically eligible for ADA complementary paratransit service. Only a portion of the geographically eligible riders will also be functionally eligible riders. The following monthly trip estimates were calculated:

- High Estimate – 80% of Geographically Eligible Trips – $(11.66 \times 80\% \times 260 \text{ weekdays}) = 2,425$ Annual Trips

- Medium Estimate – 50% of Geographically Eligible Trips – (11.66 x 50% x 260 weekdays) = 1,516 Annual Trips
- Low Estimate – 30% of Geographically Eligible Trips – (11.66 x 30% x 260 weekdays) = 909 Annual Trips

Tables 6 to 8 present the estimated annual capital and operating cost for FY 2015 to FY 2019, assuming service starts the beginning of FY 2015.

Table 6: Five-Year Capital and Operating Budget for Paratransit Service – High Estimate – 80%

Fiscal Year	New Buses	Capital	Annual Operating
2015	3	-	\$97,000
2016	0	-	\$100,880
2017	2	\$270,000	\$104,915
2018	0	-	\$109,112
2019	0	-	\$113,476

Table 7: Five-Year Capital and Operating Budget for Paratransit Service – Medium Estimate – 50%

Fiscal Year	New Buses	Capital	Annual Operating
2015	3	-	\$60,640
2016	0	-	\$63,066
2017	1	\$135,000	\$65,588
2018	0	-	\$68,212
2019	0	-	\$70,940

Table 8: Five-Year Capital and Operating Budget for Paratransit Service – Low Estimate – 30%

Fiscal Year	New Buses	Capital	Annual Operating
2015	2	-	\$36,360
2016	0	-	\$37,814
2017	1	\$135,000	\$39,327
2018	0	-	\$40,900
2019	0	-	\$42,536

CERTIFICATIONS

The following certification must be completed by Conroe as part of the Code of Federal Regulations, Title 49, Volume 1, Revised as of October 1, 2005 from the U.S. Government Printing Office via GPO Access Appendix C to Part 37—Certifications.

CERTIFICATION OF EQUIVALENT SERVICE

The City of Conroe certifies that its demand-response service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- Response time;
- Fares;
- Geographic service area;
- Hours and days of service;
- Restrictions on trip purpose;
- Availability of information and reservation capability; and
- Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand-response systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state program office. Such public entities receiving FTA funds under any other section of the FT Act must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

(name of authorized official)

(title)

(signature)

EXHIBIT O
GLAVAL WARRANTY



Glaval Warranty

1. Who Warrants the product.

The product, as described and limited here, is warranted by the manufacturer and installer of the body: GLAVAL BUS, Division of Forest River, Inc., hereinafter referred to as GLAVAL BUS, 914 County Road 1, Elkhart, Indiana; an Indiana Corporation; and is administered by the GLAVAL BUS Customer Care Dept., Elkhart, Indiana 46514.

2. Who Is Covered.

GLAVAL BUS, the warrantor, extends this limited warranty to the original and any subsequent owners of the vehicle during the WARRANTY PERIOD.

3. What Is Covered.

GLAVAL BUS, your Warrantor, extends the following limited warranty to you, which limited warranty covers your conversion only as to material defects in all materials and workmanship supplied by or performed by GLAVAL BUS.

4. Warranty Period.

The GLAVAL BUS limited warranty is for a period of five (5) years from the date of first delivery or 100,000 miles, whichever occurs first, except for other coverage's listed under "Other Warranties that may Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty".

Custom paint and/or tape application, if performed by GLAVAL BUS, is warranted to be free of substantial defects in workmanship and materials provided by GLAVAL BUS for 1 year (12 months) from date of original purchase.

5. Other Warranties That May Apply.

GLAVAL BUS does not warrant the base vehicle itself. The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are covered by a separate warranty offered by the manufacturer of the vehicle and administered by the manufacturer's authorized dealers. The tire manufacturer separately warrants tires.

Examples of the other manufactures warranties, these are subject to change per the manufacturer and there may be others):

Elec. Components	1 year	Unltd mileage
Alternators	2 years	Unltd mileage
Air Conditioning	2 years	Unltd mileage
Heater(s)	2 years	Unltd mileage
Wheelchair lift		
Braun	3 years	Unltd mileage
Ricon	5 years	Unltd mileage
Wheelchair tie down	90 days	Unltd mileage

6. Owner's Responsibility.

Proper maintenance and cleaning of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by the warranty.

7. Exclusions and Limitations.

Damage caused by abuse, misuse, neglect, failure to observe reasonable and required maintenance practices, acid rain, accidents, natural disasters, acts of war and normal wear and tear and facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the GLAVAL BUS warranty.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

GLAVAL BUS does not cover accessories covered by their own manufacturer's warranties. Those items listed in paragraph 5 above are not covered or warranted by GLAVAL BUS.

Replacement parts provided under terms of the warranty will whenever possible, match original equipment. When necessary, GLAVAL BUS will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the GLAVAL BUS warranty. Contact GLAVAL BUS Customer Care before you make any changes.

GLAVAL BUS does not cover the costs of loss of vehicle use, rental cars, interim transportation, storage, payment for loss of time or pay, lodging, meals, transporting of the product to an appropriate Warranty Service Location for Service, travel costs, or any other incidental or consequential damages or expenses or inconvenience incurred while your vehicle is out of service due to warranty repair work.

8. How to get warranty service.

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by GLAVAL BUS. Have them contact Glaval Bus Customer Care Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact GLAVAL BUS Customer Care (see address and telephone numbers on back page) for the name of a GLAVAL BUS dealer nearest you. Your claim must be made within 30 days of the discovery of the defect. Based on the determination of GLAVAL BUS, and subject to the terms of the warranty, the warranty repair work will be authorized by GLAVAL BUS.

9. Who Performs Warranty Service.

The best place to obtain warranty service is at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call GLAVAL BUS Customer Care for assistance (see number below). If you are unable to visit your original dealer, contact GLAVAL BUS Customer Care (address below) for the name and location of a GLAVAL BUS dealer near you.

10. Dispute Resolution.

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the GLAVAL BUS Customer Care Manager (see address below). If a dispute about warranty service arises between GLAVAL BUS and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by GLAVAL BUS, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against GLAVAL BUS and GLAVAL BUS fails to abide the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

11. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by GLAVAL BUS. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties of merchantability and fitness for a particular purpose along with all other liabilities or obligations of GLAVAL BUS.
Federal Compliance.

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

GLAVAL BUS,
Division of Forest River, Inc.
CUSTOMER CARE DEPT.
914 C. R. 1
Elkhart, IN 46514
800-445-2825
(Fax) 574-264-9036

NOTICE

Please return your Warranty Registration card to register your warranty with GLAVAL BUS so that Glaval Bus may record your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty card for you to sign. If you do not remember signing a GLAVAL BUS warranty card at the time of delivery, please contact your Dealer.

EXHIBIT P
POST AWARD FORMS

EXHIBIT P – POST AWARD FORMS

Form 1	Contractor Payment (DBE Participation)
Form 2	Annual Service Form
Form 3	Major Accident
Form 4	Non-Major Accidents and Other Incidents

FORM 1 – CONTRACTOR PAYMENT (DBE PARTICIPATION) FORM

The DBE Participation form is to be included with each pay application until final payment of the contract has been made.

CONTRACTOR PAYMENT REPORT FORM																																																																							
Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following page.																																																																							
1. Contract Number, if applicable	2. Invoice Number	3. Reporting Period From: _____ To: _____		4. Contractor's Business Name	5. Contact Person	6. Address																																																																	
7. Telephone Number	8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications	12. Total Amount Received to Date	13. Total Amount Owed																																																																	
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14. Committed DBE %	15. Actual DBE Participation to date	16. Actual DBE % to Date																																																																					
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<i>(Add rows to the table, as needed, to complete this section)</i>																																																																							
By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.																																																																							
Signature		Date Signed		Name and Title of Individual Completing Report																																																																			

VEHICLE/EQUIPMENT ACCIDENT REPORT

INSTRUCTIONS:

ACCIDENT INFORMATION - City Owned

Date occurred	<input type="text"/>	Time Occurred	<input type="text"/>
Employee Name	<input type="text"/>	Department	<input type="text"/>
Drivers License #	<input type="text"/>	Expiration	<input type="text"/>
Vehicle/Equipment #	<input type="text"/>	Make/Model	<input type="text"/>
Damaged Area	<input type="text"/>	Type of Damage	<input type="text"/>
Police Called to Scene	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Describe in detail how the accident occurred

ACCIDENT INFORMATION - Non-City Owned

Date occurred	<input type="text"/>	Time Occurred	<input type="text"/>
Name	<input type="text"/>	Phone Number	<input type="text"/>
Drivers License #	<input type="text"/>	Expiration	<input type="text"/>
License Plate #	<input type="text"/>	Make/Model	<input type="text"/>
Damaged Area	<input type="text"/>	Type of Damage	<input type="text"/>
Police Called to Scene	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Describe in detail how the accident occurred

INJURY INFORMATION

Where there injuries	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Employee name	<input type="text"/>	Department	<input type="text"/>
Describe the injury	<input type="text"/>		
Medical treatment	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility	<input type="text"/>
Other individual's name	<input type="text"/>	Phone number	<input type="text"/>
Address	<input type="text"/>	City, State, Zip	<input type="text"/>
Describe the injury	<input type="text"/>		
Medical treatment	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility	<input type="text"/>

FORM 4 – THE CITY OF CONROE INCIDENT REPORT

(Privileged and Confidential for use by Legal counsel)

PLEASE PRINT ALL INFORMATION

- 1. Date of Incident: _____
- 2. Time of Incident: _____ AM / PM
- 3. Location of Incident: _____
- 4. Name Of Employee Involved: _____
 - a. Address: _____
 - b. Phone Number: _____
- 5. Name Of Rider Involved: _____
 - a. Address: _____
 - b. Phone Number: _____
- 6. Person Reporting: _____
 - a. Title: _____
 - b. Date of Report: _____

TYPE OF INCIDENT

Check only one applicable item and explain in area provided on the following page.

- _____ Moving Violation
- _____ Medical Emergency
- _____ Vehicle Mechanical Failure (breakdown)
- _____ Weather Emergency
- _____ Passenger Exhibiting Violent, Disruptive, or Illegal Behavior
- _____ Other: _____

(Continue to Page 2)

DESCRIPTION OF INCIDENT

LIST OF WITNESSES

Provide a Complete List of any persons who may have witnessed the incident.

Name: _____

Address: _____

Phone Number: _____

Name: _____

Address: _____

Phone Number _____

Forward this form to the Client Rights Officer

For Client Rights Officer Use Only: _____

EXHIBIT Q
FARE STRUCTURE
FIXED ROUTE BUS SERVICE
ADA COMPLEMENTARY PARATRANSIT SERVICE

EXHIBIT Q

FIXED ROUTE BUS SERVICE FARE STRUCTURE



FARES	
Type	Fare
Adult	\$1.00
Seniors (Age 65 and older with ID)	\$0.50
Persons with Disabilities	\$0.50
Students (13-18) School ID or Transit ID	\$0.50
Children (6-12) No Transit ID required	\$0.50
Children under 6 with Adult	FREE
City of Conroe Employees	FREE

ADA COMPLEMENTARY PARATRANSIT SERVICE FARE STRUCTURE



FARES	
Type	Fare
Eligible ADA Paratransit Rider	\$2.00
Companions	\$2.00
Personal Care Attendant	FREE

EXHIBIT R
FIXED ROUTE BUS SERVICE TIME POINTS

EXHIBIT R – FIXED ROUTE BUS SERVICE TIME POINTS


MONDAY THROUGH FRIDAY
7:00 AM TO 7:00 PM


BUS 1					
Salvation Army	Silverdale /1st	Fraizer/ Gladstell	Lone Star Health Clinic	Wal-Mart	Salvation Army
1 →	2 →	4 →	5 →	3 →	1 →
7:00 AM	7:06 AM	7:26 AM	7:46 AM	8:30 AM	9:00 AM
9:00	9:06	9:26	9:46	10:30	11:00
11:00	11:06	11:26	11:46	12:30 PM	1:00 PM
1:00 PM	1:06 PM	1:26 PM	1:46 PM	2:30	3:00
3:00	3:06	3:26	3:46	4:30	5:00
5:00	5:06	5:26	5:46	6:30	7:00


MONDAY THROUGH FRIDAY
7:00 AM TO 7:00 PM


BUS 2					
Salvation Army	Silverdale /1st	Wal-Mart	Fraizer/ Gladstell	Lone Star Health Clinic	Salvation Army
1 →	2 →	3 →	4 →	5 →	1 →
7:15 AM	7:21 AM	7:58 AM	8:34 AM	8:48 AM	9:15 AM
9:15	9:21	9:58	10:34	10:48	11:15
11:15	11:21	11:58	12:34 PM	12:48 PM	1:15 PM
1:15 PM	1:21 PM	1:58 PM	2:34	2:48	3:15
3:15	3:21	3:58	4:34	4:48	5:15
5:15	5:21	5:58	6:34	6:48	7:15

Contractor Proposal

Solicitation No. 2014-8-21

Fixed Route Bus Service with Americans with Disabilities Act Complementary Paratransit Service

Prepared for:

The City of Conroe, Texas

Submitted by:



16 Hawk Ridge Drive, Lake St. Louis, Missouri 63367

Contact Person:

Michele Lucas, Vice President of Marketing
Phone: 636-695-5536 Email: mlucas@ride-right.net

November 25, 2014 at 2 p.m.

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Letter of Transmittal and Acknowledgement of Addendum

November 21, 2014

Marla Porter

The City of Conroe

300 West Davis Street

Conroe, Texas 77301

RE: RFP #2014-8-21, Fixed Route Bus Service with Americans with Disabilities Act

Complementary Paratransit Service

Dear Ms. Porter,

Selecting a qualified contractor to implement, manage, and operate the Conroe Connection fixed route and complementary paratransit services is an exciting and important task for the City of Conroe, Texas. You need an experienced team of professionals to help guide your operations through the establishment of this service and into your future of providing enhanced transportation services for residents in Conroe.

That's why Ride Right, a State of Missouri certified Woman Business Enterprise (WBE), is excited to submit a proposal to contract with the City for the Fixed Route Bus Service with Americans with Disabilities Act (ADA) Complementary Paratransit Service RFP. Ride Right is a



Limited Liability Company (LLC) that provides paratransit, fixed route, deviated fixed route, dial-a-ride, shuttle, and ADA services to help agencies meet the transportation needs of communities across the country. We are willing and able to provide excellent service to the City by January 5, 2015, and will meet all other timeframes as outlined in the RFP. The City's best choice to manage the Conroe Connection program is Ride Right, as we can draw on the strengths of our corporate leadership team, our highly qualified General Manager, our technical expertise, and our ability to deliver high value at a reduced cost.

Ride Right is pleased to present a proposal that details our approach to meeting the City's objectives and our experience operating similar programs. We read, understand, and agree to all requirements of the RFP and accompanying addenda (acknowledged on Exhibit J immediately following this letter) and we affirm that all information contained within the proposal is accurate, truthful, and factual.

Understanding of the Program

The City of Conroe, Texas (City) is seeking an experienced and qualified transportation provider to establish and deliver fixed route and complementary ADA paratransit services for Conroe residents through the Conroe Connection program. Ride Right has read the RFP thoroughly, and understands the City's goals and needs for this contract. The City is looking for a fiscally sound, experienced, and qualified partner to provide a smooth implementation into this new service, while assisting the City in establishing appropriate service levels and performance standards, and streamlining processes.



There is no company better positioned to help the City achieve its goals than Ride Right. Our experience is directly relevant to the operation, supervision, and management of Conroe Connection's program as described in the solicitation. With this experience, Ride Right can successfully implement this new program and maximize the range of services the City offers passengers. Our competent staff will assist the City in providing the most efficient, cost-effective public transportation for Conroe Connection passengers without compromising quality.

“ We switched to Ride Right after nearly 20 years with a local taxi vendor. We have been impressed with Ride Right in three areas: Customer service, training and record keeping. Ride Right is very responsive to customer issues, and within about 60 days (after implementation) we moved from complaints to compliments, and at our last public meeting we heard from all in attendance that they were very happy with Ride Right. ”

Lowana S. Oliva, Assistant General Manager,
Centre Area Transportation Authority, Pennsylvania

Conroe Connection will benefit from Ride Right's multi-pronged approach to monitoring service and productivity, and our proactive stance to rectifying issues in real-time. Ride Right has provided services similar in size and scope of the Conroe Connection system since its inception. Our leadership team and key personnel will supervise the contract, ensure compliance to all standards and the scope of work, and work with the City to address and resolve any issues that may arise.

Providing a Seamless Implementation

Ride Right will guide the City through a smooth implementation by leveraging resources from our Austin, Texas-based operations as well as our affiliate's Houston-based program. Ride Right has significant experience in starting new transit operations in addition to transitioning programs from long-time incumbents. In Perrysburg, Ohio we started a new fixed route and paratransit service very similar to Conroe's with a very short implementation timeline; providing the vehicles, facility, scheduling platform, and on-site management within a three-week period. We have the right mix of talent, experience, and hands-on attention to bring this same success to the implementation of the Conroe Connection operation.

“*Even though the City of Perrysburg is in the initial stages of providing public transportation for its citizens, it has become apparent that Ride Right, LLC, is an exceptional transit provider who has guided us every step of the way. Our citizens who have utilized their services have had nothing but very positive experiences, We are looking forward to continuing to build upon this new relationship.*”

Bridgette Kabat, City Administrator,
City of Perrysburg, Ohio

Raising Awareness and Growing Ridership

Ride Right is the perfect partner for the City of Conroe, as we have measurable and sustained success in growing ridership in new and existing transit programs. Ride Right will work with the City to create a marketing campaign that will increase community knowledge and awareness of the Conroe Connection program, thereby growing ridership and expanding the reach of the program. We will happily work with the City to provide public and media relations and conduct outreach activities within the Conroe community.

assured that Ride Right's staff will treat each passenger with the same respect and consideration that they do in all our contracts across the country, which will in turn create more satisfied passengers.

Ensuring the Safety of all Passengers

Like the City, safety is Ride Right's primary concern. Ride Right has the established safety record to continue operating the Conroe Connection program in a safe and efficient manner. In 2013, we provided trips in excess of 5.57 million miles with a 0.61 Accident Frequency Rate (AFR) across our book of business. From careful driver screening and training, to comprehensive vehicle inspections, we ensure and maintain a safety-focused culture. We provide a steady flow of positive safety training materials and information and recognize those who are performing safely with quarterly safety bonuses.

Reliable, Timely Service

After start-up, Ride Right will evaluate the way the Conroe Connection program is performing and work closely with the City to establish appropriate performance objectives. We will evaluate benchmarks both daily and weekly to identify a standard baseline and we will continually work to improve service. These performance measurements will allow us to regularly analyze metrics and monitor program efficacy to ensure that each day's routes are as efficient as possible given the service demand.

Diligent record keeping and reporting will provide both Ride Right and the City with insight into program successes and opportunities, and serve as a guide that checks and balances operational activities. Through monthly reporting and regular meetings, we will freely communicate our findings and have an understanding of the program's vital signs, allowing us to make changes to improve service reliability. Increasing efficiencies in the program will allow us to run service consistently all year long without experiencing any funding shortages at the end of the fiscal year.

“ I highly recommend Ride Right, LLC... Their staff is very professional and very experienced with all FTA regulations. ”

Tyler Kent, Assistant City Planner,
City of Valparaiso, Indiana

Efficient and Affordable Services

Ride Right is well positioned to help the City contain the cost of its transportation operation. We have a history of promoting a downward trend in costs by utilizing economy of scale concepts and adapting routes and schedules to the needs of the community. In Valparaiso, Indiana, for instance, Ride Right has lowered the City's cost of operation of their deviated fixed-route program by more than 25%, or approximately \$20,000 per month. At the same time, Ride Right has helped the City achieve record ridership every month since we began operation of the contract in 2010.

In Martin County, Florida, we helped County officials secure funding that allowed for night and weekend service. With Ride Right's assistance, Martin County was awarded two New Freedom Section 5317 grants. These grants supplied demand response circulator shuttles for passengers to take to work, as well as to life sustaining activities. These shuttles expanded coverage in terms of geography and hours of operation. We also used the service to fill gaps in transportation needs of local social service agencies.

By creating efficiencies and exploring additional funding sources, Ride Right is a fiscally responsible partner that will help the City make the most of their transportation dollars in this new program. We will work to ensure Conroe Connection meets the current needs of the community, as well as help to prepare for the future.

Planning for the Future

Successful transportation programs allow flexibility to make changes and adjustments to daily protocols and processes. We will meet, if not exceed, program objectives through effective communication and a commitment to working with the City. Ride Right is an agile partner that continually coordinates with our clients to provide the right levels of service at all times. We will work together with the City to enhance, increase, and strengthen the range of transportation options, as well as determine strategies to increase routes and provide additional service.

Some bidders may see this contract as a small operation without the need for technology or opportunity for growth; Ride Right sees the potential for expanding the transit system, which is why we have proposed scheduling and maintenance software packages that meet the needs of the start-up operation and can grow with the ridership. This is also why we have proposed a local facility in Conroe with an on-site General Manager as opposed to managing the operation remotely from the Houston area. We have found that the added visibility of a local facility increases the public's awareness of the service and helps increase ridership.

We understand that the City hopes to expand the system to include a commuter bus route to the Houston Medical Center after establishing the fixed route and paratransit system. Ride Right recently added commuter service to our Valparaiso, Indiana contract providing commuter bus service into Chicago. With this experience, we are well prepared to assist the City in achieving these future goals to provide more transportation resources for Conroe residents.

We take on every client request, no matter how challenging, and deliver responsible solutions, as our clients will attest. We have shown our agility and ability to adjust to service changes in several of our current contracts:

- In Valparaiso, Indiana, we have seen the ridership more than double in the four years we have operated the V-Line fixed route system. We have also worked with the city to implement DoubleMap fixed route software, which tracks on-time performance as well as ridership by route, stop, time, and type.

- Within our third month of operation of the Lancaster, Ohio Public Transit System, the program moved from a city operation to a countywide operation. We were able to ensure uninterrupted service and meet the growing needs of the community. We also provided three temporary vehicles to support the program until new vehicles arrived when a shortage threatened proper service delivery.
- Most recently, we helped Lancaster's Public Transit System develop, beta test, fund, and install Transit Miner, a paratransit reporting package that helps reconcile trips and provides real-time productivity in a dashboard-style setting.
- In State College, Pennsylvania, we supplemented the program's three buses by providing two additional buses to meet the growing service needs. Additionally, we provided four minivans to improve efficiency. These extra vehicles are not part of the contract, but are provided to ensure excellent service and to meet the needs of the program.
- In our Hamilton County operation, where service has increased by over 50%, we doubled our fleet of company-owned vehicles and increased the number of subcontractors that we utilize.
- In Sumter County, we have worked with our client to transition from WinTrip software that had been used for several years to the new Ecolane scheduling Automatic Vehicle Location (AVL) / Mobile Data Terminal (MDT) package.

With this experience, Ride Right is fully prepared to assist the City in evaluating the need to modify service to meet changes in demand, ridership, and community needs. The City can rely on our efforts to suggest beneficial modifications and opportunities to reduce cost and improve quality and efficiency.

““ *We really appreciate their responsiveness to any concerns we have and their ability to make beneficial decisions in a short time frame. The local management team is very effective when resolving issues. They waste no time getting problems corrected. Ride Right's corporate team has addressed all issues promptly and have worked diligently towards resolutions. We are very happy with Ride Right. They have done an excellent job providing our constituents with the transportation services they need while containing costs.* ””

Mary Lutz, Administrative Officer,
Clarion County Transportation, Pennsylvania

Helping the City Achieve its Goals

Ride Right is a company with the necessary experience and expertise to provide the highest quality services to the City's passengers. Our commitment to quality is best reflected by our motto, *“Every Trip is Important.”* Through this commitment, our clients realize and understand our philosophy of upholding high quality standards for every passenger and every trip. In each of our contracts, we take a passenger-focused approach unmatched in the industry. We do not want to be the biggest, we want to be the *best*; this client-tailored approach continually results in high productivity, low complaints, smooth start-ups, and exceptional customer service.

With a smaller company philosophy and large company resources, Ride Right has the ability to operate with less overhead and apply far more executive attention than our competitors, which is exceptionally important when implementing a new program such as Conroe Connection. Our proposed General Manager Bill Downey is a skilled facilitator who will encourage continuous program improvement with support from our corporate leadership team, composed of experts in various fields of the transit industry. Bill will be dedicated solely to the Conroe Connection program and will be available 24/7.

“ *In a community of our size and one in which trust and dependability are very important, your staff have performed above expectations in situations like the one yesterday. This will encourage others to use our services and help them see the V-Line not only as a bus service that gets them from here to there, but rather as a true enhancement to our community. Thank you to you and the rest of the V-Line staff for making the V-Line a vital component of Vibrant, Visionary, Valparaiso.* ”

Taylor Wegrzyn,
Assistant Planner, City of Valparaiso

As the City’s Conroe Connection service provider, Ride Right will not only maintain high operational quality and passenger satisfaction, provide safe and courteous service in a timely manner, and deliver cost-effective service; we will support the City as its programs evolve, offering our unique industry perspective and unparalleled executive attention and support.

Authorized Representative

As President and CEO, I am the officer who can bind Ride Right to the offer presented. The City may communicate with Vice President of Marketing, Michele Lucas, regarding the proposal and contract negotiations. Michele can be reached by phone at (636) 695-5536 or email at mlucas@ride-right.net. Please feel free to contact her with any questions.

We hope to receive the opportunity to present our proposed solution for the Conroe Connection program in further detail. On behalf of Ride Right, we appreciate your consideration and look forward to working with The City of Conroe in the near future.

Sincerely,



Alaina Macia, President and CEO

(636) 561-5686 Ext 5503 (office)

(314) 495-4953 (mobile)

(636) 561-2962 (fax)

amacia@ride-right.net

EXHIBIT J – ACKNOWLEDGEMENT OF ADDENDA

**FIXED ROUTE BUS SERVICE WITH AMERICANS WITH DISABILITIES ACT
COMPLEMENTARY PARATRANSIT SERVICE**

SOLICITATION #2014-8-21

The undersigned acknowledges receipt of the following addenda to the City Request for Proposal documents (give number and date of each)

ADDENDUM NUMBER 1 DATED: 11/3/2014
ADDENDUM NUMBER 2 DATED: 11/4/2014
ADDENDUM NUMBER 3 DATED: 11/12/2014
ADDENDUM NUMBER 4 DATED: 11/18/2014
ADDENDUM NUMBER 5 DATED: 11/19/2014
ADDENDUM NUMBER 6 DATED: 11/21/2014

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the request which would require rejection of the proposal.

The undersigned understands that any condition stated above, clarification of the above, or information submitted on or with this form other than requested will render the quotation non-responsive.

DATE: 11/21/14
RESPONDENT/ CONTRACTOR: Ride Right, LLC
ADDRESS: 16 Hawk Ridge Drive
CITY, STATE, ZIP: Lake St. Louis, MO 63367
AUTHORIZING OFFICIAL SIGNATURE: Alaina Maciá
PRINT NAME: Alaina Maciá
TITLE: President and CEO



CITY OF CONROE, TEXAS

REQUEST FOR PROPOSALS FOR
FIXED ROUTE BUS SERVICE WITH
AMERICANS WITH DISABILITIES COMPLEMENTARY PARATRANSIT SERVICE

Solicitation No. 2014-8-21	Addendum No. 1	Date of Addendum: November 3, 2014
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Please note the following revisions and/or additions to the solicitation referenced above.

PART III, INSTRUCTIONS, Section 1

- a. Replace Paragraph 1.1 with: City reserves the right to revise the above schedule. Notice of date changes will be posted to the City's webpage, <http://www.cityofconroe.org/departments/finance-administration/purchasing>.
- b. Replace Paragraph 1.2 with: All questions regarding the RFP shall be submitted in writing by the due date and time noted above to the City's RFP Coordinator identified in Part I, General, of the RFP. A copy of all questions submitted and the City's responses shall be posted on the City's webpage, <http://www.cityofconroe.org/departments/finance-administration/purchasing>.

Approved by

For Kristina Colville, RFP Coordinator
Shawn Johnson

By the signature affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Authorized Signature

Alaina Maciá

Printed Name

Ride Right, LLC

Respondent/Contractor

11/20/14

Date

SUBMIT THE ORIGINAL, SIGNED COPIES AND COPIES OF THIS ADDENDUM WITH THE LETTER OF TRANSMITTAL AND ACKNOWLEDGEMENT OF ADDENDA (TAB 2 AND EXHIBIT J) IN EACH COPY OF YOUR PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR PROPOSAL FROM CONSIDERATION FOR AWARD.



CITY OF CONROE, TEXAS

REQUEST FOR PROPOSALS FOR
FIXED ROUTE BUS SERVICE WITH
AMERICANS WITH DISABILITIES ACT COMPLEMENTARY PARATRANSIT SERVICE

Solicitation No. 2014-8-21	Addendum No. 2	Date of Addendum: November 4, 2014
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Please note the following revisions and/or additions to the solicitation referenced above.

COVER PAGE

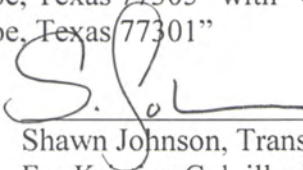
- a. Replace “Fixed Route Bus Service with Americans with Disabilities Complementary Paratransit Service” with “Fixed Route Bus Service with Americans with Disabilities Act Complementary Paratransit Service”
- b. Replace “The City of Conroe, 300 W. Davis Street, Conroe, Texas 77305” with “The City of Conroe, 300 W. Davis Street, Conroe, Texas 77301”

PART I, GENERAL, Section 6

Replace “300 W. Davis, Conroe, Texas 77305” with “300 W. Davis Street, Conroe, Texas 77301”

PART III, INSTRUCTIONS, Section 2

In paragraph 2.1, replace “City of Conroe, Attn: Marla Porter, 300 W. Davis Street, Conroe, Texas 77305” with “City of Conroe, Attn: Marla Porter, 300 W. Davis Street, Conroe, Texas 77301”

Approved by 
Shawn Johnson, Transportation Manager
For Kristina Colville, RFP Coordinator

By the signature affixed below, Addendum No.2 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Alaina Maciá

Authorized Signature

Alaina Maciá

Printed Name

Ride Right, LLC

Respondent/Contractor

11/20/14

Date

SUBMIT THE ORIGINAL, SIGNED COPIES AND COPIES OF THIS ADDENDUM WITH THE LETTER OF TRANSMITTAL AND ACKNOWLEDGEMENT OF ADDENDA (TAB 2 AND EXHIBIT J) IN EACH COPY OF YOUR PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR PROPOSAL FROM CONSIDERATION FOR AWARD.



CITY OF CONROE, TEXAS

REQUEST FOR PROPOSALS FOR
FIXED ROUTE BUS SERVICE WITH
AMERICANS WITH DISABILITIES ACT COMPLEMENTARY PARATRANSIT SERVICE

Solicitation No. 2014-8-21	Addendum No. 3	Date of Addendum: November 12, 2014
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Please note the following revisions and/or additions to the solicitation referenced above.

PART III, INSTRUCTIONS, Section 10, Proposal Requirements

- a. In paragraph 10.2, replace “Respondents are required to submit eight (8) printed and bound copies of their Proposal and two (2) electronic copies on compact disc.” with “Respondents are required to submit eight (8) printed and bound copies of their Proposal and two (2) electronic copies on compact discs or USB flash drives.”
- b. In paragraph 10.3.6.1, replace “audited financial statement” with “financial statement”.
- c. In paragraph 10.3.6.2, replace “audited financial statement” with “financial statement”.

PART V, PRICE, INSPECTION, INVOICING, AND PAYMENT, Section 5, Invoicing

In paragraph 5.2.1 replace “Payment request in an amount correctly determined in accordance with the Contract less any adjustments for performance, as specified herein;” with “Payment request in an amount correctly determined in accordance with the Contract less any fares collected and adjustments for performance, as specified herein;”.

Approved by


Shawn Johnson, Transportation Manager
For Kristina Colville, RFP Coordinator

By the signature affixed below, Addendum No.3 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Alaina Maciá
Authorized Signature

Alaina Maciá
Printed Name

Ride Right, LLC
Respondent/Contractor

11/20/14
Date

SUBMIT THE ORIGINAL, SIGNED COPIES AND COPIES OF THIS ADDENDUM WITH THE LETTER OF TRANSMITTAL AND ACKNOWLEDGEMENT OF ADDENDA (TAB 2 AND EXHIBIT J) IN EACH COPY OF YOUR PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR PROPOSAL FROM CONSIDERATION FOR AWARD.



CITY OF CONROE, TEXAS

REQUEST FOR PROPOSALS FOR
FIXED ROUTE BUS SERVICE WITH
AMERICANS WITH DISABILITIES ACT COMPLEMENTARY PARATRANSIT SERVICE

Solicitation No. 2014-8-21	Addendum No. 4	Date of Addendum: November 18, 2014
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Please acknowledge the following revisions, additions and/or responses to questions regarding the solicitation referenced above.

COVER PAGE

Replace “Proposals Due: November 21, 2014 by 2:00 P.M. CST” with “November 25, 2014 by 2:00 P.M. CST”.

PART III, INSTRUCTIONS, SECTION 1, SOLICITATION SCHEDULE

Replace “Proposals Due by 2:00 P.M. CST November 21, 2014” with “Proposals Due by 2:00 P.M. CST November 25, 2014”.

PART V, PRICE, INSPECTION, INVOICING, AND PAYMENT, SECTION 2, PRICE

Add the following paragraph to Section 2. “The City will pay the Contractor for single passenger ADA complementary paratransit trips based on rounding any fractional revenue hour to the next whole revenue hour. Contractor shall report the actual revenue hours for single passenger ADA complementary paratransit trips in the monthly report.”

RESPONSES TO PRE-PROPOSAL CONFERENCE AND RESPONDENT QUESTIONS

Answers to Questions from the Pre-Proposal Conference on November 10, 2014

Q: Is there a requirement on the distance of the vehicle dead head to the storage facility?

A: No, there is no set or required distance.

Q: Is there a specific number of hours for driver training?

A: Yes, paragraph 6.3.9 under Section 6, Transportation Service Requirements and Qualifications, in Part IV, Scope of Work, states “A minimum of 10-hours of training in passenger sensitivity and defensive driving. This training shall include Passenger Assistance Techniques (PAT) or equivalent training.”

Q: Can the electronic version of the proposal be on an USB drive instead of a compact disc (CD)?

A: Yes, USB Drive is an acceptable substitution.

Q: If a proposal is successful, will the Contract be executed in ten (10) days? Is there any bonding requirement?

A: The Contract will be executed as quickly as possible after the successful respondent is identified. There are no bonding requirements.

Q: Can the financial information be review financials that will be audited if successful or are audited financial statements required in the proposal?

A: While stated at the Pre-Proposal Conference that the Respondent is required to submit audited financial statements with the Proposal, in accordance with the RFP, the City has determined that "financial statements" will be required and not "audited financial statements". The City issued this change in Addendum No. 3 on November 12, 2014.

Q: The price proposal sheets are confusing. Can there be some clarification?

A: Yes.

Clarification:

1. There are two (2) sections on the Price Proposal Form (Exhibit M), Initial Service Pricing and Service Expansion Pricing. The Initial Service Pricing is pricing for the initial service, which consists of two (2) fixed route buses and one (1) ADA Complementary Paratransit bus.
2. The Service Expansion Pricing is pricing for the expansion of service, which may consist of adding one (1) or two (2) buses to the fixed route service and adding one (1) bus to the ADA Complementary Paratransit service. If the service is expanded, the City will provide the additional transit vehicles.
3. Pricing for both the initial service and the service expansion is broken down identically. Pricing for the base period is in effect for years one through three, which is the base period of the contract. Pricing for Option #1 and Option #2 are in effect for one year periods, if the City decides to exercise the options. Hours in the base period are for the total hours of three years of service, while hours for Option #1 and Option #2 are for the total hours in one year of service.
4. Revenue hours for fixed route service is based on a calculation of one bus operating 12 hours per day and 250 days per year, which equates to 3,000 revenue hours per year per bus. This calculation assumes no dead head.
5. Revenue hours for ADA Complementary Paratransit service is calculated like fixed route service, however the paratransit service is demand based, which will reduce the number of hours the contractor will operate this service in revenue service. The calculation assumes no dead head.

Q: How much insurance is required?

A: Insurance requirements are detailed in Exhibit C, City of Conroe Insurance Requirements, of the RFP.

Q: Are the vehicles gas or diesel?

A: Gas.

Q: Do the vehicles have fare boxes?

A: Yes, the vehicles have mechanical fare boxes.

Q: Are the vehicles' cameras impact-initiated or constant running?

A: There are four interior and two exterior cameras that are constant running from start up to shut down of the vehicle.

Q: Are there any software requirements?

A: No.

Answers to Questions from Ride Right, LLC

Q: Please confirm that the City will provide new pricing forms that include the modifications/ clarifications made during the pre-bid meeting.

A: Pricing form clarifications are provided as follows, but the price proposal forms will not be changed.

Clarification:

1. There are two (2) sections on the Price Proposal Form (Exhibit M), Initial Service Pricing and Service Expansion Pricing. The Initial Service Pricing is pricing for the initial service, which consists of two (2) fixed route buses and one (1) ADA Complementary Paratransit bus.
2. The Service Expansion Pricing is pricing for the expansion of service, which may consist of adding one (1) or two (2) buses to the fixed route service and adding one (1) bus to the ADA Complementary Paratransit service. If the service is expanded, the City will provide the additional transit vehicles.
3. Pricing for both the initial service and the service expansion is broken down identically. Pricing for the base period is in effect for years one through three, which is the base period of the contract. Pricing for Option #1 and Option #2 are in effect for one year periods, if the City decides to exercise the options. Hours in the base period are for the total hours of three years of service, while hours for Option #1 and Option #2 are for the total hours of one year of service.
4. Revenue hours for fixed route service is based on a calculation of one bus operating 12 hours per day and 250 days per year, which equates to 3,000 revenue hours per year per bus. This calculation assumes no dead head.
5. Revenue hours for ADA Complementary Paratransit service is calculated like fixed route service, however the paratransit service is demand based, which

will reduce the number of hours the contractor will operate this service in revenue service. The calculation assumes no dead head.

Q: Please clarify service expansion pricing: Does the City expect an incremental increase in revenue hours each year, or an option to strictly double revenue hours each year?

A: No, the City does not expect an incremental increase in revenue hours each year. The City reserves the right to expand service over the life of the contract by doubling the initial revenue hour requirements. Expansion will be based on ridership demand and availability of funding for additional revenue vehicle(s).

Q: Section 4.5, Page IV-7 – Will the City allow subcontracting of vehicle maintenance?

A: Yes, the City will allow subcontracting of vehicle maintenance.

Q: Section 4.5.5, Page IV-8 – Can the City please clarify what circumstances would require the contractor to paint the entire vehicle?

A: If damage is sustained to more than 50% of the body panels, the entire vehicle must be repainted.

Q: Section 5, Page IV-8 – How many non-transit vehicles does the City require for this contract?

A: The City does not require any non-transit vehicles. The Contractor shall determine the number of non-transit vehicles they require based on their proposal.

Q: Section 7.3.2, Page IV-10 – Can the City please disclose who the certified laboratory, substance abuse professional, Medical Review Officer, and consortium are so proposers can request estimates prior to completing the pricing summary?

A: The City currently contracts with Safe Drug Testing, 2912 W. Davis #140, Conroe, TX 77304, (936) 756-7111, for specimen collection. The specimen is sent to an independent lab for analysis. The successful Respondent/Contractor is not required to use Safe Drug Testing.

Q: For insurance purposes, what is the cost of the vehicles the City will/has purchased for the performance of this contract?

A: The City purchased four (4) identical transit vehicles for approximately \$540,000 or approximately \$135,000 per vehicle.

Q: Exhibit M – Can we please get the pricing tables in Excel format?

A: No, the pricing tables are included as tables in Exhibit M, Price Proposal Form, which was created in MS. The City posted Exhibit M at <http://www.cityofconroe.org/departments/finance-administration/purchasing> in the original MS Word format.

Q: Sec 2.2.3 Daily Trip Projections, Page IV-2: If the service does grow based on increased demand, will the City be providing the contractor with new vehicles or used vehicles for the fleet expansion? If old, can the City project the age/size/type/capacity of the vehicles so bidders can project costs accordingly?

A: Yes, the City may provide the Contractor with new transit vehicles for the expansion of ADA Complementary Paratransit Service. The City will provide buses no older than the 2014 Glaval buses purchased for the current service.

Q: Sec 2.2.4.1, Page IV-2: Please confirm the City will handle the cost of initial eligibility screening, as well as the mailings associated with updating eligibility during the term of the contract.

A: The City will be responsible for the cost of all eligibility related activities for the ADA Complementary Paratransit service during the term of the contract including, but not limited to, initial eligibility screening and the mailings associated with updating eligibility during the term of the contract.

Q: Sec 2.2.4.5, Page IV-3: As the contractor cannot deny trips, with the City consider a taxi-overflow situation if service exceeds demand on the ADA service before additional vehicles can be put into service?

A: No, the Contractor will be responsible for managing trip scheduling to accommodate demand. The City, with the assistance of the Contractor, will closely monitor demand to determine when demand requires additional vehicle capacity for ADA complementary paratransit service.

Q: Sec 7.12, Page IV-13: Is the City requiring the contractor to perform the installation of the manual fareboxes on the buses?

A: No, the City is not requiring the Contractor to perform the installation of fareboxes.

Q: General: The RFP has extensive detail about Section 13c (5333b) regarding employment protections. However, this is new service where current employees are not affected. Does the City believe that 13c applies here, and if it does, can the City provide any labor agreements and amendments that would be important for bidders to consider?

A: No, the City does not believe the 13c applies, but the FTA requires the inclusion of the federal clause and DOL letters in all service contracts.

Q: General: Is there a Living Wage Ordinance in Conroe or the surrounding area that bidders should consider?

A: The City has not adopted an ordinance that would require compensation at a rate greater than the minimum wage.

Answers to Questions from MV Transit

Q: Effective 2014, the Affordable Health Care Act will incur significant costs to contractors in the area of personnel benefits.

Since its signing into law in 2010, the Act has had little impact on bid pricing, and many contractors have chosen to disregard the cost implications of this act in price proposals. While we consistently budget these costs in our operations, our company has been challenged in procurements when competing against those companies whose price has been artificially lowered by failure to comply with the provisions of this law. In an effort to ensure compliance with the Affordable Health Care Act, we respectfully requests City of Conroe takes one of the following actions:

- Mandate that all bidders comply (in both technical and price proposals) with the provisions of this act effective January 2014, and submit official certification of compliance; and / or
- Provide adequate assurances that City of Conroe will open contract negotiations at the time that this Act impacts employers (and not before); thus allowing bidders to submit

price proposals based on the current costs of doing business, with this Act not yet set into law.

A: In accordance with Part II, Laws, Regulations, and Mandatory Requirements, Section 2, Laws, Permits and Licenses, of the RFP, the successful Respondent shall comply with all federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in the Contract and other Contract documents. Upon request, the successful Respondent shall furnish to City certificates of compliance with all such laws, ordinances, rules, regulations, and orders. The successful Respondent shall be responsible for obtaining and keeping current all necessary federal, state, and local permits and licenses required for performance under Contract.

The City expects all respondents to comply with federal law, which includes the Affordable Health Care Act. All Respondents shall submit proposals based on all requirements identified in the law regardless of when provisions within the law are mandated. The City shall not negotiate any adjustments to the successful Respondent's price proposals because Respondent failed to comply with federal law.

Q: Please confirm that there is no Disadvantaged Business Enterprise goal established for this solicitation.

A: Confirmed.

Q: Please clarify if proposers will be required to provide financial statements certified by a third party certified public accounting firm.

A: After the Pre-Proposal Conference, the City reconsidered the requirement for "audited financial statement" and issued Addendum No. 3 on November 12, 2014. For the response to this question, please refer to Addendum No. 3 dated November 12, 2014, and posted to <http://www.cityofconroe.org/departments/finance-administration/purchasing>.

Q: Please confirm that the City of Conroe is responsible for all licensing, permits and taxes as it relates to the City provided fleet.

A: The City of Conroe is responsible for registration and inspection of the vehicle fleet. The City is exempt from all taxes. In accordance with paragraph 4.3.1, under Section 4, Transit Vehicles, in Part IV, the Contractor shall notify City 30 days prior to expiration of the registration and inspection.

Q: Please clarify that the firm experience/qualification requirement is for the bidding entity and not the individuals within the entity or the proposed management team.

A: When evaluating the Respondent's experience/qualifications, the City may consider any documentation submitted by the Respondent including the firm's history, proposed management team, individual resumes' and/or the reputation of the Respondent. The City is responsible for identifying a successful Respondent who is responsive, responsible and qualified to perform the Service as specified in the RFP.

Q: Please confirm that the published schedules for the City of Conroe transit routes are to be used for pricing purposes, and that they represent what the City intends to initiate when the service starts up. Please describe alterations or changes to those schedules if there are any that bidders need to consider.

A: Confirmed. The published fixed route schedules are a part of the “Initial Service”, which includes two (2) vehicles operating in fixed route revenue service from 7:00 AM to 7:00 PM, Monday through Friday, for 250 days per year. The “Service Expansion” may add one (1) or two (2) vehicles to the existing fixed route to decrease headways or add a new fixed route.

Q: Please clarify exactly how the prices will be evaluated, i.e. will only the Year 1 price be considered or the full contract term cost?

A: The price analysis will assume the City awards the 3-year base contract and exercises the two (2) 1-year options, which equals five (5) years. The City will apply the Respondent’s fixed and variable pricing to the appropriate number of months and revenue hours to determine a total cost for a 5-year contract.

Q: Please confirm the revenue service hour definition for each of the different services contemplated in the RFP to ensure that all bidders have the same understanding and provide like pricing.

A: As defined in paragraph 3.19 under Section 3, Definitions, in Part I, General, of the RFP, Revenue Hours include all in-service hours as applied directly to the bus services sought and specified herein. In-service hours do not include pull-out/pull-in hours, as defined in Section 3. The revenue hour definition applies to both fixed route and ADA paratransit service.

Q: Please explain the requirement for Sunday reservations to be taken for the Monday through Friday Operation. Is it the City’s expectation that the contractor will have staff available on Sunday’s?

A: The ADA Complementary Paratransit service is required by Title 49 Part 37 – Transportation Services for Individuals with Disabilities (ADA) to take reservations the day before the service operates, so Sunday reservations are required. This requirement is in Section 37.131 – Service Criteria for Complementary Paratransit which states “(b) Response time. The entity shall schedule and provide paratransit service to any ADA paratransit eligible person at any requested time on a particular day in response to a request for service made the previous day. Reservations may be taken by reservation agents or by mechanical means.” For more information please find Part 37 at this web address - http://www.fta.dot.gov/12876_3906.html.

Q: Please indicate whether services are operated on Saturday and Sunday.

A: There is no transit service on Saturday or Sunday.

Q: On page M-4, starts a section labeled "Service Expansion Pricing", however the hours are the same as in the first sections on pages M-1 - M-3. Please explain or provide clarification.

A: The Service Expansion Pricing allows the City to double revenue hours for the fixed route service, which may include decreasing headway and/or adding a route, and the ADA Paratransit Service as demand increases and funding is made available. If the City expands service, then the City will procure additional transit vehicles for the Contractor to operate.

Q: In light of the fact that responses will be received on the 18th, and the bid is due the 21st, can the City of Conroe extend the due date in order to allow bidders enough time to

adequately review the responses since those answers will inform the proposal submissions? We appreciate the City's consideration on the extension.

A: Addendum No. 4, which includes the questions and answers, changes the deadline for proposals from November 21, 2014 to November 25, 2014.

Answers to Questions from AFC Transportation

Q: Reservations – where will the reservations calls go to – will you be porting the number over to the contractors call center or does the contractor need to procure the phone numbers? Or will city of Conroe provide cubical space for the reservationist to answer and manage?

A: The Contractor shall procure the phone numbers.

Q: Reservations - call costs regarding the phone line, long distance, 800 number, etc., who pays for this service? Do we need to add this cost to our proposal or is City of Conroe paying for this?

A: The Respondent shall include the cost for reservations in the price proposal as a fixed monthly cost.

Q: Price proposal – confirming that the unit cost is the hourly cost?

A: The unit for fixed cost is month and variable cost is revenue hour.

Q: Price proposal – confirming that the extended cost is the total between the unit cost multiplied by the quantity?

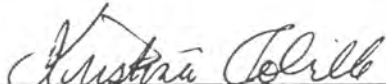
A: The extended price is the quantity multiplied by the unit price.

Q: Regarding technology, the vehicles will come equipped with audio and video surveillance equipment, will there be any other technology items provided by the City such as: GPS, DriveCams, Electronic Fare, Etc.?

A: No.

Q: The Complimentary ADA service that will have to build with time, is the City of Conroe going to pay certain minimum hours per day to the contractor for having a trip in the case that there is only one trip reserved that takes only 20 minute revenue hour of service? Please clarify the pay schedule for this non guarantee of hours to the contractor?

A: Addendum No. 4, which includes the questions and answers, adjusts the price paid to the Contractor for single ADA complementary paratransit trip from a fractional revenue hour to the next whole hour, however the Contractor shall report the actual revenue hours for ADA paratransit service monthly.

Approved by 
Kristina Colville, RFP Coordinator

By the signature affixed below, Addendum No.4 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Alaina Maciá

Authorized Signature

Alaina Maciá

Printed Name

Ride Right, LLC

Respondent/Contractor

11/20/14

Date

SUBMIT THE ORIGINAL, SIGNED COPIES AND COPIES OF THIS ADDENDUM WITH THE LETTER OF TRANSMITTAL AND ACKNOWLEDGEMENT OF ADDENDA (TAB 2 AND EXHIBIT J) IN EACH COPY OF YOUR PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR PROPOSAL FROM CONSIDERATION FOR AWARD.



CITY OF CONROE, TEXAS

REQUEST FOR PROPOSALS FOR
FIXED ROUTE BUS SERVICE WITH
AMERICANS WITH DISABILITIES ACT COMPLEMENTARY PARATRANSIT SERVICE

Solicitation No. 2014-8-21	Addendum No. 5	Date of Addendum: November 19, 2014
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Please acknowledge the following responses to questions regarding the solicitation referenced above.

ADDITIONAL RESPONSES TO RESPONDENT QUESTIONS

Answers to Questions from National Express Transit

Q: Please provide a list of all Technology supplied by the City (i.e. dispatching software, reporting software, etc.)

A: The vehicles are provided by the City with electronic destination signs and a 6-camera audio and video surveillance system.

Q: Does the City have on-site parking for revenue vehicles when not in use?

A: No.

Q: Can the City make a small office space available to the selected contractor?

A: No.

Q: Please consider extending the proposal due date to Wednesday, November 26, 2014? Additional time would be helpful for reviewing Q/A's and allow proposers the weekend to work on their proposal, if necessary, and still allow adequate shipping time to ensure the delivery of the proposal.

A: As listed in Addendum #4, which was posted to <http://www.cityofconroe.org/departments/finance-administration/purchasing>, the proposal due date was changed to Tuesday, November 25, 2014, at 2:00 PM CST.

Q: What is the expected annual ridership and wheelchair ridership as a percentage of total, for both the fixed route and ADA portions of the service?

A: Both the fixed route service and the ADA complementary paratransit service are new services in the City of Conroe, so no ambulatory and wheelchair ridership is available.

Q: Please provide the expected fuel economy for the revenue vehicles, and please confirm the type of fuel to be provided.

A: The fuel economy is approximately 6 miles per gallon; however the actual fuel economy may vary based on idle time, use of air conditioning in the summer, passenger load, etc. The fuel type is gasoline.

Q: To ensure accurate insurance costing, please provide the values, at the start of the contract, at which the vehicles should be insured and note whether actual cash values or replacement values.

A: The City purchased four (4) identical transit vehicles for approximately \$540,000 or approximately \$135,000 per vehicle. The City will insure the vehicles (property/asset) and the successful Respondent/Contractor shall provide insurance in accordance with Exhibit C, City of Conroe Insurance Requirements, of the RFP.

Q: Federal and state governments may mandate changes to health insurance; the federal government continues to make material modifications to the Affordable Care Act (“Obamacare”) by regulation and executive action. New mandates, laws, and regulations sometimes require employers to assume significant unforeseen, unbudgeted costs. In the event such unforeseen cost increases occur or an existing law’s full implementation requires a significant increase to benefits for the employees for this service, would a corresponding adjustment to the contract rates be considered?

A: The City may consider the financial impact of new mandates, laws, and regulations on the Contractor, however the City expects all respondents to comply with federal law, which includes the Affordable Health Care Act. All Respondents shall submit proposals based on all requirements identified in the law regardless of when provisions within the law are mandated. The City shall not negotiate any adjustments to the successful Respondent’s price proposals because Respondent failed to comply with federal law.

Q: Will the cost forms be made available in Excel?

A: No, the pricing tables are included as tables in Exhibit M, Price Proposal Form, which was created in MS Word. The City posted Exhibit M at <http://www.cityofconroe.org/departments/finance-administration/purchasing> in a fillable PDF format.

Answers to Questions from Ride Right, LLC

Q: Would the City consider delaying the due date of this proposal by approximately one week, accepting proposals by 2 p.m. on December 1, 2014 to allow bidders appropriate time to incorporate answers to questions which will be posted on November 18th and to allow for shipping delays caused by the Thanksgiving holiday?

To ensure timely arrival, we typically ship our proposals two business days prior to the due date. With answers to questions being published the day before the proposal is due, we do not believe bidders will have sufficient time to incorporate answers and ship to meet the 2 p.m. deadline the following day.

A: Addendum No. 4 changes the deadline for proposals from November 21, 2014 to November 25, 2014.

Q: Will the City consider January 19, 2015 as a revised start date in light of the reduced number of start-up days available due to holidays? This will give the contractor five weeks (including holidays) to get a facility, install phones, hire/train CDL drivers, and staff the office.

A: Yes, the City will consider a revised start date if proposed by the Respondents on Exhibit K, Respondent Information Form, however the Begin Service date, January 5, 2015, as shown in Section 1, Schedule, of Part III, Instructions, in the RFP remains unchanged.

Q: Section 2.2.4.5 on Page IV-3 states that the contractor shall not deny ADA paratransit trips. However, Section 2.2.4.8 on the same page states that the contractor shall not take same day reservations. Please confirm that the contractor is allowed to deny trips that do not meet the eligibility standards set forth by the City.

A: The Contractor may deny trips to individuals who do not meet the eligibility standards set forth by the City in Exhibit N, Draft Conroe ADA Complementary Paratransit Plan, of the RFP.

Q: Exhibit K on page K-3 requires the bidder to attach a copy of a policy or procedure for several aspects of service operation. Please confirm that the City will also accept manuals detailing policies and procedures.

A: Confirmed.

Q: Please also confirm that the City will accept accompanying text that narrates the attached documents.

A: Confirmed.

Q: Please also confirm that the City will accept narrating text in lieu of formal policies/procedures/manuals for some of the topics. For example, Oversight of Daily Operations, Supervision, and Security all cover a wide range of policies and procedures, and would be best addressed in narrative format.

A: Confirmed.

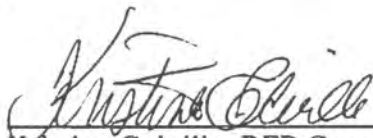
Q: The City mentioned during the pre-bid that they will work with the Contractor to transfer ADA eligibility information. How does the City plan to transfer this information and in what format?

A: The City will provide the Contractor with a list of individuals who have completed the eligibility process in an excel format, as well as the boundaries of the eligibility area in either a Google Earth or ArcGIS format.

Q: Will the provided buses be equipped with any Mobile Data Terminals (MDTs) or similar technology?

A: No.

Approved by



Kristina Colville, RFP Coordinator

By the signature affixed below, Addendum No. 5 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Alaina Macia
Authorized Signature

Alaina Macia
Printed Name

Ride Right, LLC
Respondent/Contractor

11/20/14
Date

SUBMIT THE ORIGINAL, SIGNED COPIES AND COPIES OF THIS ADDENDUM WITH THE LETTER OF TRANSMITTAL AND ACKNOWLEDGEMENT OF ADDENDA (TAB 2 AND EXHIBIT J) IN EACH COPY OF YOUR PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR PROPOSAL FROM CONSIDERATION FOR AWARD.



CITY OF CONROE

Est. 1904

City of Conroe
Purchasing Department
P.O. Box 3066
Conroe, Texas 77305
Tel. (936-522-3838)
Fax.(936-588-3851)

ADDENDUM NO. 6

Fixed Route Bus Service with Americans with Disabilities Act Complementary
Paratransit Service - Solicitation No. 2014-8-21

November 21, 2014

This revision shall be considered part of the contract documents for the above named project and shall be incorporated integrally with the previously issued documents. Wherein provisions of the revision differ from the provisions of the original documents and/or the provisions of previously issued addendum, the provisions of this revision shall govern and take precedence.

Question:

Under the contract, the City of Conroe will provide the vehicles. Can you provide me with the business license requirements to operate this service?

Answer:

The City is not aware of any business license requirements specific to the RFP, however the Respondents/Contractors are responsible for complying with Section 2, Laws, Permits and Licenses, under Part II, Laws, Regulations and Mandatory Requirements. This includes any state laws, regulations and mandatory requirements for doing business in the State of Texas. Please refer any questions to the Texas Secretary of State, <http://www.sos.state.tx.us/index.html>.



CITY OF CONROE

Est. 1904

ACKNOWLEDGED

Alaina Maciá

Authorized Signature

Alaina Maciá

Printed Name

Ride Right, LLC

Respondent/Contractor

11/21/14

Date

End of Addendum No. 6

Kristina Colville

Kristina Colville

Qualification and Experience of Respondents

Respondent shall demonstrate that they are qualified and experienced with providing the Services, specified herein, by providing an overview of Respondents history, organizational structure, location of firm and project team, and a list and description of similar transportation services provided by Respondent. The description shall include the location, contract amount, if applicable, description of service, such as service area, number of passengers carried per day, number of vehicles, number of trips per day, etc., and the contracting entity, if applicable. Respondent is encouraged to report any problems encountered and corrective actions taken, as well as any efforts taken to manage or mitigate risk.

Overview of Company History

Ride Right, LLC is a limited liability company founded in January 2009 by Alaina Macia and headquartered in Lake St. Louis, Missouri. Ride Right provides fixed route, deviated fixed route, ADA, paratransit, dial-a-ride, demand response, commuter, and shuttle services while delivering cost savings, increased efficiencies, and customer satisfaction to the communities it serves. The leadership of Medical Transportation Management, Inc. (MTM), a national leader in non-emergency medical transportation management, established Ride Right to help agencies meet the transportation needs of their communities, specifically persons with disabilities.

Access to local resources and amenities are important components of a healthy, productive life, and Ride Right provides that access with the utmost dignity for each and every passenger. We are dedicated to offering a balance of innovation and best practices during this new era in transportation, deploying executive attention, technological advances, and responsiveness to maximize program success. Although we have grown vastly in the past five years, Ride Right

remains a family owned and operated business. Instead of focusing on meeting quarterly profit targets, we focus on meeting the performance standards of our contracts and providing our clients with the best service possible.

Ride Right currently operates in nine states across the U.S., the majority of which are in suburban settings very similar to that of Conroe. We administer annual budgets of more than \$27.0 million, and serve a ridership of approximately 3,000 passengers per day by providing over one million trips per year. Ride Right is well qualified to meet the needs of the City's Conroe Connection program providing fixed route and complementary ADA paratransit service to Conroe residents.

“ Ride Right with Allegan County Transportation is an integral partnership to our programs at MI Works. Many of our clients live in rural areas of Allegan County and depend on public transportation for their daily needs. The staff are a pleasure to work with and are available for constant communication for ride scheduling needs. They do their best in planning routes to keep costs down so we are able provide more transportation needs to our clients. ”

Casey VanAntwerpen, Career Coach Lead
Michigan Works, Michigan

About Affiliate MTM

MTM has managed non-emergency medical transportation for state and county governments, managed care organizations, health systems, and other programs involving transportation for the disabled, underserved, and elderly since 1995. As one of the nation's largest and most



experienced non-emergency medical transportation brokers, MTM contains or reduces cost and increases customer satisfaction for every client it serves. MTM provides more than ten million trips for 6.5 million individuals in 29 states and the District of Columbia annually.

MTM's management manifests itself in many ways, including ADA paratransit, non-emergency medical transportation, mobility management, functional assessments for ADA paratransit eligibility, special needs school transportation, and travel training. MTM provides Ride Right with a wide variety of experience, with a focus on achieving the highest levels of customer satisfaction.

Location of Firm and Project Team

In addition to the local management described in *Qualifications and Experience of Key Staff, Proposed Local Management Team*, which will be located in Conroe, the City will receive the support of our entire Ride Right team, complemented by our affiliate company, MTM.

Together, we will offer the City our industry expertise in transportation management, especially implementing new programs. Together, Ride Right and MTM employ over 1,550 people across the country, shown in **Figure 1**.

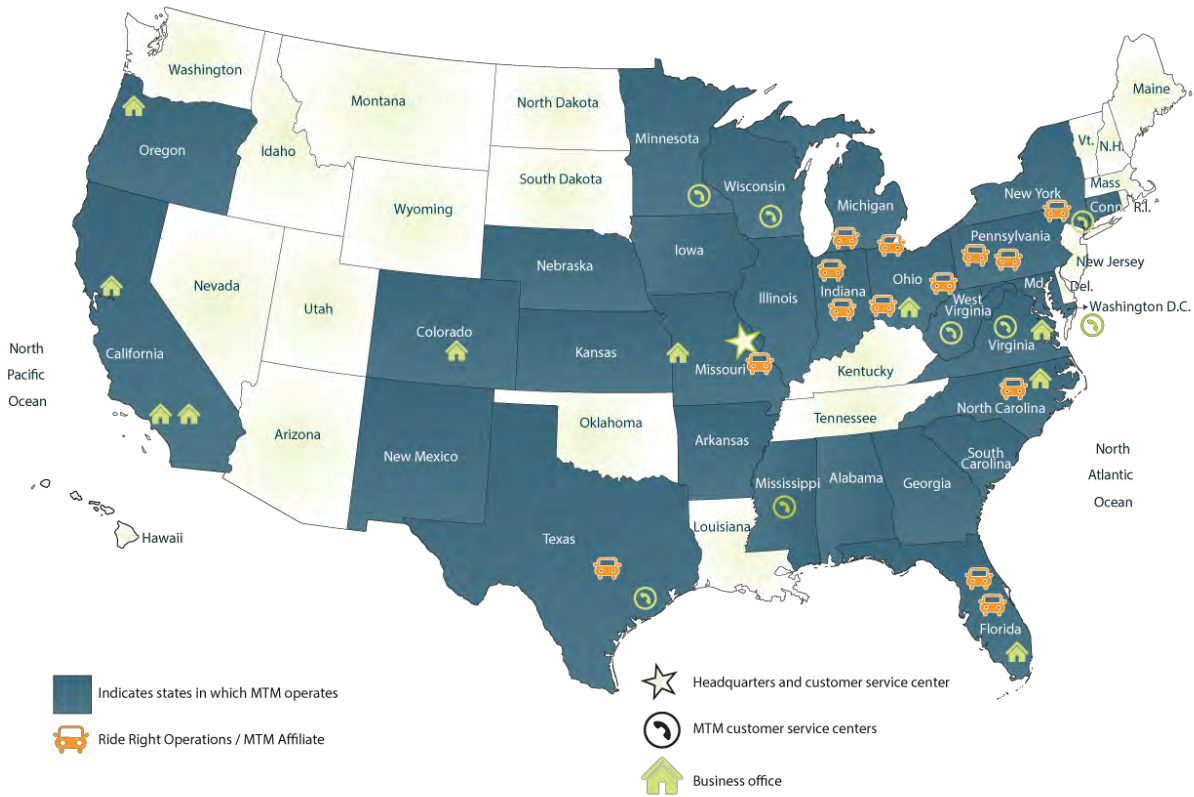


Figure 1: U.S. Map. This map shows Ride Right’s locations throughout the United States, denoting corporate headquarters and satellite offices.

Organizational Structure

The hierarchy of Ride Right’s organization is streamlined to allow our employees to make decisions quickly and efficiently. Ride Right’s management team believes in hiring experienced, tenacious individuals who take the initiative to ensure a successful program outcome. Our managers are empowered to take ownership of their operations and make swift, well thought out, decisions. The specific expertise these individuals will offer the Conroe Connection program is highlighted in [Qualifications and Experience of Key Staff](#). Our chain of authority is demonstrated in our organizational chart, which can be found in **Figure 2**.

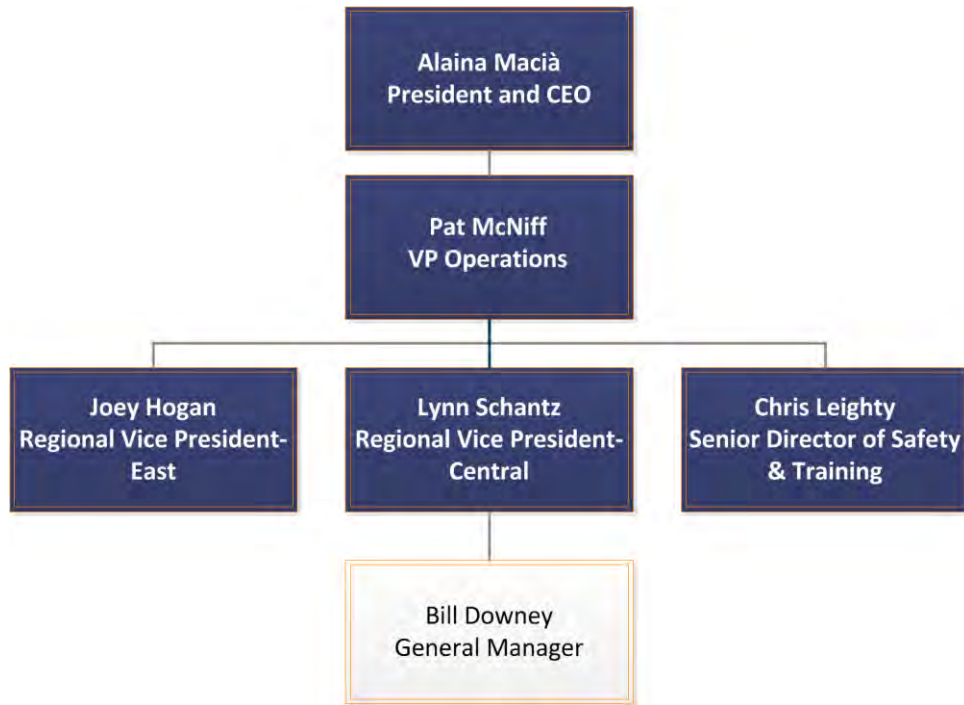


Figure 2: Organizational Chart. Ride Right’s company structure allows for clear and open communication at all levels.

Similar Experience

Ride Right has delivered affordable and reliable transportation since 2009 including service for the general public, elderly, disabled, and transportation disadvantaged. We are committed to ensuring all passengers have an exceptional transportation experience. Whether we are providing trips to work, medical appointments, special programs, or social activities, Ride Right will meet the specific needs of all who rely on Conroe Connection’s transportation services. Our experience serving populations similar to that of the City makes Ride Right an ideal partner to ensure all transportation effectively serves the community while adhering to all ADA and Federal Transit Administration (FTA) guidelines.

Ride Right's diverse transit experience allows us to execute a successful fixed route and complementary ADA paratransit transportation system for the City. The following paragraphs provide a summary of Ride Right's broad experience and detail the various types of services we provide for clients across the nation that are similar in size and scope to that of Conroe Connection.

Perrysburg, Ohio

Ride Right was selected to operate a new transit system for the City of Perrysburg, Ohio. We provided interim gap service from September through December 2012 during which time the City attempted to pass a levy for transportation funding. The funding for operations was approved through a ballot initiative on May 7, 2013, and on June 24, 2013, a week earlier than expected; Ride Right began full time operation of Perrysburg fixed route, call-a-ride, and paratransit services. Ride Right worked with the grassroots Transit 4 Perrysburg group helping them with marketing expertise and materials.

“ I am pleased by Ride Right's ability to respond to the city's request for gap ADA service for their ADA certified citizens. The city's administration has had nothing but positive things to say about the working relationship they have forged with Ride Right. I am looking forward to having a long term relationship with this company. ”

Nelson Evans, Mayor,
City of Perrysburg, Ohio

Perrysburg, Ohio

Client Name	City of Perrysburg
Contact Name	Bridgette Kabar
Title	City Administrator
Address	201 West Indiana Ave., Perrysburg, OH 43551
Email Address	tfisher@ci.perrysburgh.oh.us
Phone Number	419-872-8010
Fax Number	419-872-8019
Type of Service	Paratransit and Fixed Route
Services Provided	Reservations, scheduling, dispatching, driver recruitment/management, ADA certification
Contract Cost	\$500,000
Fleet Size	3
Vehicle Type	Dodge Caravan
Fuel Type	Gas
Scheduling System	Jackstep - Paratransit
Annual Revenue Hours	6,700
Annual Passenger Trips	12,000
Time Period of Project	September 24, 2012 to Present
Ridership	30 per day

Austin, Texas

On May 1, 2014, Ride Right began providing ADA paratransit services to passengers of Capital Metro Transportation Authority's (CMTA) MetroAccess system in Austin, Texas. CMTA handles reservations and scheduling, while Ride Right creates routes, dispatches vehicles through a window dispatcher, and provides roughly 122,000 annual trips to passengers within the North Austin Corridor, using our own fleet of 47 minivans. Ride Right is also responsible for vehicle maintenance, as well as hiring, training, and managing all levels of staffing. Additionally, we have introduced new technology into the system, including Trapeze Mobile/DriverMate with tablets and Seon continual surveillance cameras with wireless downloading capabilities in all vehicles, along with RTA and Transit Miner software for improved recordkeeping and reporting. We also installed a security system throughout the exterior of the facility to protect the revenue vehicles and deter vandalism.

“ I appreciate everyone's effort and dedication in providing a safe and reliable service. ”

Rafael Villarreal Jr., Contract Performance Manager,
Capital Metropolitan Transportation Authority

We recently installed a 6,000-gallon fuel deliver system on-site to facilitate the fueling process and reduce deadhead time. We currently employ 80 drivers, and provide an average of 14,000 trips per month, 95% of which are on time with a productivity level of 1.53 trips per revenue hour. Ride Right was rated the highest of all four Capital Metro contractors in customer satisfaction for September 2014. The client has been so pleased with our service that they have approached us about adding more vehicles and an additional 1,000 revenue hours per month.

Austin, Texas

Client Name	Capital Metropolitan Transportation Authority
Contact Name	Kirk Perry
Title	Contract Administrator
Address	2910 E. 5 th Street, Austin, Texas 78702
Email Address	Kirk.perry@capmetro.org
Phone Number	512-389-7525
Fax Number	512-369-7779
Type of Service	ADA Paratransit Services
Services Provided	Scheduling, dispatch, vehicle maintenance, and driver and staff recruitment, training, and management.
Contract Cost	\$4,200,000
Fleet Size	47
Vehicle Type	Wheelchair-accessible minivans
Fuel Type	Gas
Scheduling System	Trapeze
Annual Revenue Hours	92,000
Annual Passenger Trips	140,000 *projected annual trips
Time Period of Project	May 1, 2014 to Present
Ridership	140,000

Sumter County, Florida

County personnel had previously operated this contract for over two decades, and the transition to Ride Right was their first foray into competitive contracting. After assuming operations from the County, Ride Right provides paratransit, fixed and deviated fixed route services to Sumter County passengers Monday through Friday, 6 a.m. to 7 p.m. We also provide paratransit services to the Medicaid transportation disadvantaged and the general public and bariatric and stretcher services 24/7/365.

“*Sumter County is looking forward to working with the leadership team from Ride Right. Pat, Norman and Lisa are not just awesome people, they are great at what they do.*”

Former Transit Manager,
Sumter County, Florida

We smoothly implemented this program and steadily improved service quality and customer satisfaction, which included increasing the deviated fixed route system from three to five routes. Additionally, we broadened awareness of the system through a comprehensive marketing approach, including revamped schedules and brochures. The County asked Ride Right to be a part of the committee evaluating scheduling software proposals. Sumter County selected Ecolane as their scheduling software, and we completed implementation of this new software with Mobile Digital Computers (MDCs). Finally, in 2012 the Florida Commission for the Transportation Disadvantaged recognized Sumter County Transit as the Rural County Transportation System of the Year.

Sumter County, Florida

Client Name	Sumter County Board of Commissioners
Contact Name	Jeff Atkin
Title	Assistant Director
Address	7375 Powell Road, Wildwood, FL 34785
Email Address	jeff.atkin@sumtercountyfl.gov
Phone Number	352-569-6700
Fax Number	352-569-6701
Type of Service	Paratransit, fixed route, and deviated fixed route
Services Provided	Operation, reservations, scheduling, dispatching, and administration; also responsible for recruiting and training staff and drivers.
Contract Cost	\$1,300,000
Fleet Size	27
Vehicle Type	Cutaway buses, minivans, and large buses
Fuel Type	Gas and Diesel
Scheduling System	Ecolane
Annual Revenue Hours	34,000
Annual Passenger Trips	75,000
Time Period of Project	October 2011 to Present
Ridership	300 per day



Clarion County, Pennsylvania

Clarion County and the Pennsylvania Department of Transportation wanted to achieve a program that contained program costs while maintaining service delivery and sheltering the County from financial risks due to unplanned budget deficits. This program is unique in that we are coordinating all services and multiple funding streams, including paratransit and non-emergency Medicaid transportation. This was the first time this contract had been operated by a private company as the County had operated it for over 20 years. The program had an extremely short start-up timeline, but we achieved a smooth start-up that did not affect transportation.

“*Moving Clarion County’s Transportation Department to Ride Right provided high quality service in a professional manner.*”

Sharon Roxbury, Consultant,
Clarion County, Pennsylvania

We implemented a thorough training plan for all administrative employees to strengthen trip intake, scheduling, and customer service skills. Ride Right also built strong oversight procedures for mandating strict vehicle driver credentialing, screening, and training, with consistent recordkeeping. We also applied these same processes to ensure compliance with Federal and state requirements, especially as related to HIPAA rules and regulations. Using our technological expertise, we improved scheduling efficiencies, recordkeeping, reporting, communication, and service levels. Finally, we built and grew awareness of the transportation service through community outreach and a well-developed and executed marketing and branding strategy. Through our efforts, we have improved trips per hour through more

effective passenger grouping due to improved scheduling methodologies and trip negotiations. We have also maintained on-time performance through increased scheduling efficiencies by building routes around scheduled subscription trip frameworks and coordinating out of county trips.

Most recently, we implemented the use of the Ecolane scheduling software and MDTs for all our drivers in this program. These new technologies have allowed us to decrease our average daily runs by two to three vehicles per day and increase productivity and efficiencies across the board. They include real time, electronic dispatching and automatic mileage tracking for each driver, which allows for more accurate reporting and billing. These new systems have also eliminated the need for a full time billing specialist, as we are able to pull reports directly from Ecolane, giving us the information we need to generate invoices.

Clarion County, Pennsylvania	
Client Name	Clarion County Transportation
Contact Name	Mary Lutz
Title	Administrative Officer
Address	214 South 7 th Avenue, Clarion, PA 16214
Email Address	mary@clarionbiz.com
Phone Number	814-226-1080
Fax Number	814-226-1085
Type of Service	Subscription, demand response

Clarion County, Pennsylvania	
Services Provided	Operation and administration of the Clarion County Transportation, which includes reservation, scheduling, and dispatch; responsible for recruiting and training staff and drivers.
Contract Cost	\$1,200,000
Fleet Size	21
Vehicle Type	Cutaway buses, minivans
Fuel Type	Gas
Scheduling System	Ecolane
Annual Revenue Hours	25,000
Annual Passenger Trips	Approximately 30,000
Time Period of Project	April 1, 2011 to Present
Ridership	135 per day

Allegan County, Michigan

Ride Right is responsible for the operation, maintenance, and administration of Allegan County Transportation (ACT). Ride Right assumed this contract from Transportation Management, Inc. (TMI), who had operated the service for over 12 years. Established in 2000, ACT is a reservation-based transportation service that serves a ridership of approximately 110,000 people with its fleet of 28 buses and vans. Deviated routes are serviced on weekdays from 5:00 a.m. to 5:30 p.m. with limited service in the evenings and weekends. Ride Right facilitated a smooth and seamless transition, and we have increased trips per hour by 25% and reduced the



County’s overall expense for service by 24% over the previous contract. We have also reduced the number of trip denials using RouteMatch software, and we are working with the County to implement AVL/MDT technology into the operation.

“ We have had zero passenger complaints during the transition. ”

Dan Wedge, Transportation Provider,
Allegan County, Michigan

Most recently, we received a glowing audit from Michigan Department of Transportation (MDOT) on our Allegan County operations. We passed the audit with a perfect 100% score. The auditor was so impressed with our performance that he sent a letter to the County, stating that our files were the best he had seen in over a decade. Furthermore, ACT has recently extended Ride Right’s contract with the County for an additional year.

Allegan County, Michigan	
Client Name	Allegan County Transportation (ACT)
Contact Name	Dan Wedge
Title	Transportation Director
Address	750 Airway Drive, Allegan, MI 49010
Email Address	dwedge@allegancounty.org
Phone Number	269-686-4529
Fax Number	269-673-2190

Allegan County, Michigan

Type of Service	Subscription, demand response
Services Provided	Operation, maintenance, and administration of ACT using the client-provided RouteMatch software; also responsible for recruiting and training staff and drivers.
Contract Cost	\$750,000
Fleet Size	28
Vehicle Type	Cutaway buses
Fuel Type	Gas and Diesel
Scheduling System	RouteMatch
Annual Revenue Hours	29,000
Annual Passenger Trips	Approximately 65,000
Time Period of Project	June 1, 2011 to Present
Ridership	230 per day

Lancaster, Ohio

Ride Right began working with the Lancaster Public Transit System on January 1, 2011. This paratransit operation, formerly operated by MV Transportation, uses RouteMatch software and tablets to service all of Fairfield County with 26 vehicles. Ridership serves in excess of 118,000 passengers per year. The project had a very limited time for start-up, but Ride Right enabled a smooth transition without any interruptions in service, and the City was extremely pleased.

Ride Right collaborated with the City to design, name, and implement a new fixed route service



to complement the paratransit operation. Most recently, Ride Right worked with the City to accommodate additional client-sponsored developmentally disabled routes into the public transit system, which has helped provide additional funding. We have also installed AVL/MDT technology, which integrates with RouteMatch. The City has recently extended our contract through 2015.

“ I just wanted to send you a quick email to tell you how impressed I have been with the transition from (incumbent) to Ride Right in such a short amount of time that you were given to transition. This has been very smooth for the drivers, the city, and for our riders (much smoother than I anticipated). Ride Right’s Transition Team has lived in the office for the past few weeks and has done a tremendous job with training/retraining. ”

Carrie Woody, Public Transit Administrator,
City of Lancaster, Ohio

Lancaster, Ohio	
Client Name	Lancaster Public Transit System
Contact Name	Carrie Woody
Title	Public Transit Administrator
Address	746 Lawrence Street, Lancaster, OH 43130
Email Address	cwoody@ci.lancaster.oh.us
Phone Number	740-687-6858
Fax Number	740-681-5088
Type of Service	Door-to-door advanced reservation paratransit and fixed route

Lancaster, Ohio	
Services Provided	Operation and administration of the Lancaster Public Transit System, which includes reservation, scheduling, and dispatching using RouteMatch software; also responsible for recruiting and training staff and drivers.
Contract Cost	\$840,000
Fleet Size	20
Vehicle Type	Cutaway buses and sedans
Fuel Type	Gas
Scheduling System	RouteMatch
Annual Revenue Hours	38,000
Annual Passenger Trips	Approximately 118,000 annually
Time Period of Project	January 1, 2011 to Present
Ridership	450 per day

Centre Area Transportation Authority (CATA), State College, Pennsylvania

Ride Right also operates the CATA contract in State College, Pennsylvania, which went live on April 1, 2012. A local provider had previously operated this contract for over 30 years. Under this contract, we are responsible for the operation of the CATA shared ride demand-response paratransit service, including reservations, scheduling, dispatching, fare collection, and reporting. We use Mobilitat scheduling and routing software in this contract. Our close partnership with CATA allowed us to facilitate a smooth transition/start-up and achieve positive



results for its ridership. In fact, passenger response has been so good that we added five vehicles to the program’s initial six to accommodate the increase in ridership, and we are now averaging 150 trips per day, which is up from the program’s 120 trips per day when we took over the contract.

“ Another strength in Ride Right over our previous provider is training and appearance. The drivers understand ADA regulations, how to properly operate the equipment and secure wheel chairs, and the drivers are always dressed in uniform and look and respond professionally. Our equipment repair costs are down nearly 50%, over the previous vendor. ”

Lowana S. Oliva, Assistant General Manager,
Centre Area Transportation Authority, Pennsylvania

Before Ride Right began operating this contract, CATA’s program experienced high maintenance costs. Since we took over, CATA’s General Manager has attested to a 50% decrease in maintenance costs, which has been attributed to our thorough training programs, pre-trip inspections, and our comprehensive maintenance procedures. We have recently been approached by our client to examine the feasibility of assuming some operational functions related to the county’s Medicaid transportation system. Ride Right recently signed a letter with CATA to extend the contract for an additional year.

Centre Area Transportation Authority (CATA), State College, Pennsylvania	
Client Name	Centre Area Transportation Authority
Contact Name	Louwana Oliva
Title	General Manager

Centre Area Transportation Authority (CATA), State College, Pennsylvania	
Address	2081 W. Whitehall Road, State College, PA 16801
Email Address	loliva@catabus.com
Phone Number	814-238-2282
Fax Number	814-238-7643
Type of Service	Shared ride demand-response and senior/ADA service.
Services Provided	Operation, reservations, scheduling, dispatching, and administration; also responsible for recruiting and training staff and drivers.
Contract Cost	\$850,000
Fleet Size	11
Vehicle Type	Cutaway buses and accessible vans
Fuel Type	Gas
Scheduling System	Mobilitat Easy Rides
Annual Revenue Hours	13,000
Annual Passenger Trips	37,500
Time Period of Project	April 1, 2012 to Present
Ridership	150 per day

Valparaiso, Indiana

Ride Right is the service provider for the City of Valparaiso, Indiana’s deviated fixed route V-Line bus service, which we have operated since September 2010. Ride Right was recently re-



awarded the contract following a competitive solicitation process, along with the addition of the ChicaGo DASH premium express commuter bus service, which began in October 2014. The DASH program utilizes five MCI D4500s intercity coaches. Each bus offers Wi-Fi capabilities, along with televisions, individual lights, and air vents to transport commuters 60 miles one-way to downtown Chicago on a daily basis. During its first month of operation, it surpassed all previous ridership milestones by 10%.

Ride Right currently operates, maintains, and administrates the V-Line transportation program. The V-Line services the Valparaiso area through several bus routes, on which buses can deviate from the published routes to pick-up and drop-off passengers. We also provide service to Valparaiso University as part of the system. In addition, the V-Line runs feeder service to the Dune Park Rail Station Friday through Sunday, enabling passengers from the Northern Indiana Commuter Rail District train service to ride the train to Chicago or return to the City of Valparaiso. Finally, through the use of the City's recently installed DoubleMap real-time bus tracking software, passengers can track the exact location of any bus, and Ride Right can monitor the individual bus' on time performance.

“ Ride Right provides great oversight, has good employees and drivers, and gives employees continued training that is showing up in huge ridership gains. ”

Tyler Kent, Assistant City Planner,
City of Valparaiso, Indiana

Ride Right has set ridership records nearly every month it has operated the service, and we complete over 100,000 passenger trips covering approximately 170,000 revenue vehicle miles each year on the V-Line. In 2013, we nearly doubled the ridership from 2012 with no additional buses added to the program, and we increased revenue hours by four hours a day by extending two of the individual bus routes. Due to this explosive growth in ridership, the City has approached us about expanding routes to neighboring municipalities. They have commissioned a route survey company to verify where expanded service would increase efficiencies and provide better service to the community and passenger requests for new destinations.

In addition to providing transportation services, our drivers and management staff are actively involved in the community. Each year, they participate in the local Popcorn Festival and “Touch a Truck” days. Through these activities and others, Ride Right has built a strong partnership with the City and firmly rooted the transit system into the center of the community, contributing directly to its growth and success.

Valparaiso, Indiana	
Client Name	City of Valparaiso V-Line Bus Service and ChicaGo DASH Express
Contact Name	Tyler Kent
Title	Transit Manager
Address	166 Lincolnway, Valparaiso, IN 46383
Email Address	tkent@valpo.us

Valparaiso, Indiana	
Phone Number	219-462-1161
Fax Number	219-464-4273
Type of Service	Deviated fixed route and express bus service
Services Provided	Operating, maintaining, and administrating the V-Line and ChicaGo DASH transportation programs; allowing deviations from published fixed routes to pick-up and drop-off passengers; and recruiting and training drivers
Contract Cost	\$870,000
Fleet Size	12
Vehicle Type	Cutaway buses and minivans; MCI commuter coaches
Fuel Type	Gas
Scheduling System	None
Annual Revenue Hours	16,783*
Annual Passenger Trips	Approximately 179,000*
Time Period of Project	September 2010 to Present
Ridership	730 per day*

**Projected for new contract*

Lake County, Florida

Ride Right was awarded the contract in Lake County, Florida for operation of the countywide fixed route, paratransit, transportation disadvantaged, Medicaid, and stretcher transportation services and assumed operation from MV Transportation on October 1, 2013. Through this contract, Ride Right coordinates transportation for the combined program and helps passengers find the right service option to meet their needs. We utilize the County's 80-vehicle fleet to serve over 140,000 door-to-door trips a year. We also operate the fixed route system and will be working with the County to implement a travel training program to move passengers from some of the County's higher cost programs to the bus. In addition to trip provision, we manage all reservation, scheduling, and dispatching functions from our local contact center. Concurrently, Ride Right also began the daily operation of 18 additional vehicles within Leesburg, Florida in Lake County to transport children with behavioral health issues to counseling services as a part of our LifeStream Contract.

“ I was expecting a lot of calls but to my surprise and enjoyment my office did not receive any calls regarding the services provided by Ride Right. I know that with any start-up that there are hiccups coming out the gate and I expected that there would have been many, in light of the fact that transition took place on a Tuesday, and the incumbent was not very cooperative, but things went better than I imagined. Your dedication to customer services appears to be everything that you all told me it would be. The on-going communication and openness of [Lynn] and your staff are greatly appreciated. ”

Kenneth Harley, Public Transportation Manager,
Lake County, Florida Public Transportation Division

Lake County, Florida

Client Name	Lake County
Contact Name	Kenneth Harley
Title	Public Transportation Manager
Address	2440 U.S. Highway 441/27, Fruitland Park, FL 34731
Email Address	kharley@lakecountyfl.gov
Phone Number	352-323-5733
Fax Number	352-323-5755
Type of Service	Paratransit, Fixed Route, Deviated Fixed Route, Stretcher, Medicaid Non-Emergency Medical Transportation
Services Provided	Scheduling, dispatching, driver recruitment/management
Contract Cost	\$3,600,000
Fleet Size	80
Vehicle Type	Cutaway Buses, LTV's, small buses
Fuel Type	Gas and Diesel
Scheduling System	RouteMatch
Annual Revenue Hours	23,154 *projected for 2014
Annual Passenger Trips	140,000 *projected for 2014
Time Period of Project	October 1, 2013 to Present
Ridership	121,500

Hamilton County (Cincinnati), Ohio

Hamilton County Jobs and Family Services was looking to decrease operating costs without sacrificing service quality or efficiency and contracted with Ride Right to achieve these goals. Petermann Bus Company had operated the contract for several years at a much higher rate. Under this contract, Ride Right coordinates paratransit transportation resources for general Medicaid, children services, and pregnancy-related services. We provide more than 440,000 trips each year under this contract; Ride Right's staff of 100 drivers run our dedicated fleet and we broker the remaining trips to the subcontracted providers we oversee.

In addition to providing traditional non-emergency medical transportation, we use our dedicated fleet to transport 750 special needs children with delayed skills or other disabilities each day to Individualized Education Programs. The service operates from 5 a.m. until 9 p.m. daily. This transportation required that we develop a customized driver training program that met the State Department of Education requirements for certified van operators transporting special needs students. Ride Right also worked with the County to reduce no-shows and cancellations by more than 10%. Ride Right successfully negotiated with Hamilton County to operate the entire contract for an additional four-year period. Under this new agreement, Ride Right schedules over 40,000 trips per month, 24/7/365.

Hamilton County, Ohio

Client Name	Hamilton County Department of Job and Family Services
Contact Name	Amy Story
Title	Department Chief, Children's Services
Address	222 East Central Parkway, Cincinnati, OH 45202
Email Address	Storya01@ifs.hamilton-co.org
Phone Number	513-946-1840
Fax Number	513-946-2447
Type of Service	County-wide coordinated paratransit, plus contiguous states of Indiana and Kentucky
Services Provided	Dispatching vehicles, scheduling, managing 100 dedicated drivers and administrative staff; subcontracting and managing providers.
Contract Cost	\$10,000,000
Fleet Size	80 dedicated; 60 subcontracted
Vehicle Type	Minivans and sedans
Fuel Type	Gas
Scheduling System	ParaScheduler
Annual Revenue Hours	201,000
Annual Passenger Trips	Approximately 500,000 scheduled
Time Period of Project	January 2010 to Present
Ridership	1,600 per day

Wake County, North Carolina

Ride Right delivers mobility management services to Wake County, North Carolina for the Wake Coordinated Transportation Service. In this contract, we provide scheduling, dispatching, quality management, billing, invoicing and initial data collection services. Ride Right uses RouteMatch software to increase efficiencies, and we assisted in the training of all the subcontracted transportation provider’s drivers on the use of RouteMatch Mobile using Samsung Tablets. All three providers have now completely moved to paperless manifests. Furthermore, on April 1, 2014, the contract expanded to include the City of Raleigh, North Carolina. Under this expansion, Ride Right provides mobility management services to the City of Raleigh as well as Wake County. Ride Right aided the City in transitioning from Trapeze to RouteMatch Mobile technology. The City is also discussing the possibility of Ride Right providing administrative oversight and trip reconciliation services for an additional 1,000 trips per day that are performed by 37 taxi companies in support of the ADA paratransit program.

Wake County, North Carolina	
Client Name	Wake County Transportation Service
Contact Name	Don Willis
Title	Transportation Manager
Address	220 Swinburne Street, Raleigh, NC 27620
Email Address	DonWillis@WakeGov.Com
Phone Number	919-250-3829
Fax Number	919 212-7667



Wake County, North Carolina	
Type of Service	Demand response and subscription transportation
Services Provided	Reservations, Scheduling, Dispatching, RouteMatch Mobile Driver Training and Support, Verifications, Invoicing and Vendor Oversight
Contract Cost	\$500,000
Fleet Size	80 Vehicles within the coordinated system
Vehicle Type	LTV's, Vans, Cars
Fuel Type	Gas
Scheduling System	RouteMatch
Annual Revenue Hours	85,000
Annual Passenger Trips	121,000 trips for 2013
Time Period of Project	December 15, 2013 to Present
Ridership	130,000 riders in 2013

Orange County, New York

On January 1, 2014, Ride Right commenced operations in Orange County, New York, providing ADA paratransit services for the Newburgh and Middletown areas to compliment the fixed route service. Ride Right is taking reservations, creating routes, and transporting passengers using County-owned vehicles. Additionally, we are responsible for all staff training and hiring, operation monitoring and reporting, and vehicle maintenance. The County has recently notified us that they wish to extend our contract through 2015.



Orange County, New York

Client Name	Orange County
Contact Name	Robert Parrington
Title	Transit Planner, Orange County Planning Department
Address	15 Matthews Street, Suite 101, Goshen, NY 10924
Email Address	RParrington@orangecountygov.com
Phone Number	845-615-3852
Fax Number	845-291-2797
Type of Service	ADA Paratransit Services
Services Provided	Reservations, scheduling, dispatch, driver and staff recruitment and management, and performance monitoring and reporting
Contract Cost	\$750,000
Fleet Size	7
Vehicle Type	15-Passenger Vans, 8-Passenger Vans
Fuel Type	Gas and Diesel
Scheduling System	ParaScheduler
Annual Revenue Hours	14,000
Annual Passenger Trips	25,500 (Projected, based on January and February Service Levels)
Time Period of Project	January 1, 2014 to Present
Ridership	23,000

Overcoming Contract Issues

Ride Right has an extremely satisfied client base, as our references will attest, and has never experienced any major contract issues. That said, issues and challenges do arise in any contract and our local staff, with the support of our corporate team, strive to bring them to quick and complete resolution. Our goal is to be a transparent partner for our clients by communicating freely and frequently with all stakeholders. The City can be assured that Ride Right is proactive in identifying, communicating, and resolving issues.

For example, in Lancaster, Ohio we were challenged with maintenance issues and breakdowns of the City's older fleet vehicles. Although the City was responsible for maintaining the vehicles, delays in the maintenance and repair of the vehicles caused a strain on operations. To assist the City and minimize the implications of the issue, Ride Right brought in several vehicles, at no additional cost to the client, to help stabilize service. This gave the City an opportunity to catch up on the maintenance of their vehicles without threatening service delivery. The City was able to get back on a regular schedule, thus satisfying passengers' needs. Separately, we also faced issues with radio communications in Lancaster that caused service delays and communication challenges for our operations. The radio system provided by the City was experiencing repeater issues, so we had Nextel radios shipped overnight at no cost to our client, allowing us to remove communication barriers while the City resolved the issue. In both scenarios, we communicated regularly and transparently with the City, offered proactive and responsible solutions, and were able to correct the issues with minimal impact on the City's ridership.

“ I have been extremely impressed and pleased by the professionalism and cooperation I receive by the Regional Manager and VP of Operations for Ride Right. When faced with an issue, one of these two individuals are in my office within 24 hours to find positive resolutions to any given situation. ”

Carrie S. Woody, Public Transit Administrator,
City of Lancaster, Ohio

In Sumter County, we were challenged with an outdated scheduling program that inhibited our ability to meet the demands of the current service. Although the software was client provided, we communicated our concerns to the County, researched several different software alternatives, and offered them a solution that was both affordable for the County and would enable us to provide high quality service and reporting. As a result, the County now uses the new software system that we proposed which integrates fully with a tablet system. We also made a proactive management change in the program recently to better meet our client’s needs. Sumter County has been extremely pleased with our can-do attitude and eagerness to improve operations.

In summary, creating sustainable, stable transportation systems for, and strong relations with, our clients is important to Ride Right. Ride Right does not strive to be the biggest transportation provider in the industry; we aim to be the best. Our client-focused approach is unmatched in the industry, and as a result, we have extremely satisfied clients. As a vested partner, the City can rely on our efforts to overcome challenges and resolve issues.

Managing and Mitigating Risk

Ride Right wants to provide Conroe Connection passengers with reliable, safe, and high quality service and we know that a strong system management plan is essential. Effective operations management is the hallmark of any successful transportation program and our methodology makes us the best choice for the City. Leadership, both at an executive and local level, will oversee all decisions and tasks, which are grouped into phases consisting of planning and initiation, project execution, and monitoring and control.

Ride Right chose General Manager Bill Downey following an exhaustive search for an individual with the specific cross training and skill set appropriate for the City's services. Our management team, drivers, and staff are solely dedicated to the Conroe Connection program. Furthermore, throughout the life of the contract, we will continually look for areas of improvement that will result in cost efficiencies, better performance, and service enhancements.

Leadership

Ride Right's executive leadership team is composed of transportation experts with a wide breadth of relevant experience. This team serves as the keystone of the project. It will be dedicated to the management of Conroe Connection during implementation, and throughout the life of the contract. Working in tandem with our highly qualified local staff, we will provide a comprehensive, top-down perspective that addresses the program's unique needs and requirements.



Planning and Initiation

From the outset of contract award, we will work in a consultative, transparent capacity with the City. This begins with a series of discovery meetings with stakeholders to assess program strengths, weaknesses, needs, and goals. From there, we will tailor our project plan, the foundation of which was developed based on our team’s many years of collective experience as well as current industry best practices. This plan will detail and clarify all milestones and activities necessary to start the project with minimal to no negative program impact. A documented plan also provides a springboard that allows for effective communication among our staff and with the City.

Project Execution

Once the City approves our project plan, General Manager Bill Downey and our leadership team will begin transition and start-up. Of importance is our communication and update approach, which is facilitated by weekly project meetings. This ensures adherence to the schedule,

permits modifications, alerts key individuals of changing circumstances, and, ultimately, results in a successful startup. The City will be involved in these meetings to share best practices and improvement ideas.

Monitoring and Control

In all areas of our business, our goal is to exceed average performance standards and continue to build upon our reputation as the industry leader in providing quality transportation services. To ensure we meet this goal we designed our comprehensive Quality Management Program.

Quality Management Program

Our Quality Management Program uses performance metrics and thresholds to evaluate compliance with Ride Right's standards and client protocols. Ride Right collects data and compares the data to established goals and thresholds. General Manager Bill Downey will incorporate the key performance requirements into our comprehensive Quality Management Program, which will be submitted for review during the start-up period. He will then track performance against these indicators and proactively respond to any indicators that are out of tolerance. Bill will fully support the City quality control inspections and will cooperate with all requests for supporting materials or other assistance.

Bill will analyze monthly reports and other data to identify program needs and any efficiency that could possibly be implemented. In addition, he will monitor a statistically valid random sample of monthly trips, looking at all aspects, including cost. From this review, we are often

able to identify various valid improvements to our programs. If such an improvement is found in this program, we will immediately share the results and our intended course of action with the City. On at least a biannual basis, Ride Right will assist the City with evaluating the need for program modifications based on changes in community needs.

Qualification and Experience of Key Staff

Respondents shall identify the key individuals (Owner, General Manager, Finance Director, Billing Manager, and/or equivalent positions) to be assigned to this Service. Respondent must also provide experience summaries of these key individuals, describing for each individual, their previous experience with providing similar Service.

Proposed Local Management Team

Ride Right will provide the Conroe Connection program with a solid foundation of a qualified, dedicated, local team supported by the oversight of our experienced executive staff. Ride Right, after a thorough search, is pleased to propose the following candidates to manage the City contract. These individuals have the necessary experience with similar programs, appropriate laws and regulations, and internal programs and procedures to ensure that Ride Right offers Conroe Connection passengers the highest quality and Ride Right is confident they will perform exceptionally in their designated roles. Experience summaries for these individuals, detailing previous experience providing similar service, can be found in **Appendix A** to this tab.

General Manager, Bill Downey

Ride Right proposes Bill Downey for the Transit Manager position under the Conroe Connection contract. Bill has more than 12 years of experience in the transportation field, beginning as a driver and dispatcher for Mountain Mobility in Asheville, North Carolina. Bill's transportation career has included several positions for transportation agencies across the United States with increasing levels of responsibility. He has overseen operations, maintenance, call center and safety for both fixed route and paratransit systems including a position as the General Manager

for Pierce Transit in Washington where he managed an annual budget of \$6.2 million and 128 employees. Bill has a wealth of experience using a variety of routing and scheduling software programs, as well as extensive union experience and has worked collaboratively with the Amalgamated Transit Union (ATU) and Teamsters.

As the General Manager, Bill will oversee all personnel, operations and maintenance functions, management of accounts and operating records, adherence to procedures, and quality of service. He will serve as the primary point for contact for the City, providing clear and consistent communication regarding Conroe Connection operations. Bill will be available during all hours of transportation service operation by work phone, cell phone, and/or email, and will have contractual authority to act for Ride Right.

Corporate Leadership Team

Our corporate leadership team, which will support the local staff members during start-up and throughout the life of the contract, has implemented and managed hundreds of public transit programs for major transit companies in the industry. Their backgrounds are relevant to this contract, including transportation logistics and operations, ADA paratransit, quality management, and financial management.

Our corporate executives will be involved through our hands-on management approach to ensure success of the Conroe Connection program. With Ride Right, the City will receive dedicated, high level executive oversight, which only a company like Ride Right can deliver. We



have the expert staff and capabilities to manage this program with the highest level of commitment to your success. Ride Right has recruited and hired some of the most talented individuals from the industry, described below.

Vice President of Operations, Pat McNiff



Pat McNiff has served in leadership positions in the transportation industry for more than 30 years with Laidlaw Transit Services and First Transit. He has managed large transit operations with over 350 vehicles in both California and Texas. His broad experience includes managing contracts for fixed-route and fixed-route deviation, ADA paratransit, Medicaid transportation, general public dial-a-rides, commuter express, airport rental car shuttles, paratransit feeder routes, and college campus circulators. He has managed start-ups and ongoing operations in 14 different states.

Regional Vice President – Central, Lynn Schantz



Lynn joined Ride Right in 2009 as the Program Director for our Hamilton County, Ohio operation. Since then, he has assumed the role of Regional Vice President, overseeing all of our non-emergency medical, fixed/deviated fixed route, and ADA paratransit transportation contracts in the Central United States. Lynn is experienced in transit, having formerly worked as the Administrator for the Mid-Ohio Transit Authority and as Director of Administration at MV Transportation.

Prior to joining Ride Right, he was the Director of Administration for Washington Metropolitan Area Transit Authority (WMATA), where he was responsible for a dedicated fleet of 525 vehicles and a non-dedicated fleet of over 250 vehicles

Lynn has been a valuable asset to Ride Right in start-ups across the United States, and provides overall management and direction of our fiscal, personnel, and operational functions. He evaluates program effectiveness and makes necessary changes to ensure quality in the delivery of services.

Regional Vice President – East, Joey Hogan



To support our expanding operations, Ride Right recruited a Regional Vice President for our eastern-based contracts. Joey comes to Ride Right from MV Transportation with over 12 years of transit operations experience. His experience most recently includes direct oversight of over 290 employees serving a 207-vehicle program as General Manager and Director of Operations in San Leandro, California.

Joey also held prior positions as General Manager, Operations Manager, and Assistant General Manager for several of MV's contracts in Alaska, Kentucky, and Florida. He has extensive experience and training in paratransit, fixed route, shuttle, and school transportation operations. Joey shares duties with Lynn, spending time with local operations to ensure compliance and financial performance excellence, as well as client satisfaction.

Senior Director of Safety and Training/Drug and Alcohol Compliance Program Manager, Chris Leighty



Chris is responsible for standardizing our training programs for drivers to ensure quality, safe transportation for our clients. Chris has more than 24 years of experience and knowledge in the operational, budget, safety, security, and management needs of public and private transportation companies. In one of his positions as Transportation Manager, he completed a full FTA Drug and Alcohol program audit with 100% compliance. While with Interurban Transit Partnership (The Rapid) in Grand Rapids, Michigan, Chris created policies and procedures that improved the overall security and safety of The Rapid. Since joining the company in 2011, Chris has provided leadership resulting in Ride Right achieving a current AFR of 0.65 for 2014.

Chris will coordinate classroom and behind-the-wheel training for new hires and implement a training and basic skills certification process. Additionally, Chris will be responsible for drug and alcohol compliance on staff.

President and CEO, Alaina Maciá



Alaina is responsible for overseeing all operations within Ride Right. She is the executive liaison for all contractual and operational matters and ensures all contract deliverables are met within the required timeframes. Alaina has been in a senior management role within the transportation industry with MTM since 2003, giving her 11 years' experience as an executive. She was the driving force and the visionary behind the creation of the company in 2009 and it is her priority to drive Ride Right to be the leader in high quality transportation.

Required Financial Statements

Prior year's audited financial statement, previous two (2) years of income/expense sheets and balance sheets, and two (2) years of debt/income ratios, if a privately held firm. The City considers this information as sensitive and confidential. As a result the Respondent may submit a single copy of this financial information in a sealed envelope marked with a return address, solicitation number, project title, and "CONFIDENTIAL". The City shall destroy the financial information after the contract is awarded.

Financial Stability

Ride Right assures the City that it has sufficient financial stability and solvency to provide a smooth start-up and successful operation of the Conroe Connection program. Ride Right generates steady profits annually, and is able to meet our short-term and long-term obligations. In addition to having the necessary cash flows from operations, Ride Right has a \$5.0 million credit agreement with Bank of America available for start-up capital, working capital, and general needs of the business. We also have available lease lines with vendors in unspecified amounts for equipment purchases, and have available cash flows from our operations. The City can be assured that Ride Right has effective controls in place to monitor expenses and manage resources so we remain in stable financial condition at all times.

As verification of our financial stability, Ride Right has provided a single copy of our certified financial statements for the last two fiscal years in a separately sealed envelope marked CONFIDENTIAL, as required by the RFP. Ride Right requests that this information be treated as confidential by the City and not be subjected to public disclosure.

References

Respondents shall provide at least three (3) references for which the same or similar Service has been provided. Include a point of contact, address, e-mail, phone number and a brief description of the Service provided. The City will conduct reference checks to verify and validate vendor's performance. Reference checks indicating poor or failed performance may be cause for rejection of the Proposal submitted.

Failing to provide verifiable references may result in the Respondent being non-responsive and removed from consideration.

Ride Right has provided references from three organizations with which we currently hold contracts similar in size and scope to that solicited by the City. These organizations will be able to confirm our ability to perform all services required by this RFP. Ride Right is proud of all of our contracts and encourages the City to also contact any of the representatives identified in

Qualifications and Experience of Respondents, Similar Experience.

Lancaster, Ohio	
Client Name	Lancaster Public Transit System
Contact Name	Carrie Woody, Public Transit Administrator
Address	746 Lawrence Street, Lancaster, OH 43130
Email Address	cwoody@ci.lancaster.oh.us
Phone Number	740-687-6858
Fax Number	740-681-5088
Type of Service	Door-to-door advanced reservation paratransit and fixed route
Services Provided	Operation and administration of the Lancaster Public Transit

Lancaster, Ohio	
	System, which includes reservation, scheduling, and dispatching using RouteMatch software; also responsible for recruiting and training staff and drivers.
Time Period of Project	January 1, 2011 to Present

Valparaiso, Indiana	
Client Name	City of Valparaiso V-Line Bus Service and ChicaGo DASH Express
Contact Name	Tyler Kent, Transit Manager
Address	166 Lincolnway, Valparaiso, IN 46383
Email Address	tkent@valpo.us
Phone Number	219-462-1161
Fax Number	219-464-4273
Type of Service	Deviated fixed route and express bus service
Services Provided	Operating, maintaining, and administrating the V-Line and ChicaGo DASH transportation programs; allowing deviations from published fixed routes to pick-up and drop-off passengers; and recruiting and training drivers
Time Period of Project	September 2010 to Present

Sumter County, Florida	
Client Name	Sumter County Board of Commissioners
Contact Name	Jeff Atkin, Assistant Director
Address	7375 Powell Road, Wildwood, FL 34785
Email Address	jeff.atkin@sumtercountyfl.gov
Phone Number	352-569-6700
Fax Number	352-569-6701
Type of Service	Paratransit, fixed route, and deviated fixed route
Services Provided	Operation, reservations, scheduling, dispatching, and administration; also responsible for recruiting and training staff and drivers.
Time Period of Project	October 2011 to Present

EXHIBIT K - RESPONDENT INFORMATION FORM

Instructions: Respondent shall complete and submit this form as a part of the proposal.

COMPANY INFORMATION

LEGAL BUSINESS NAME: Ride Right, LLC

BUSINESS ENTITY TYPE: Limited Liability Company

TAX ID NUMBER: 26-3937729

DUNS NUMBER: 96-7356671

ADDRESS: 16 Hawk Ridge Drive, Lake St. Louis, MO 63367

CONTACT: Michele Lucas, VP Marketing

TELEPHONE NUMBER: 636-695-5536

E-MAIL: mlucas@mtm-inc.net

EARLIEST SERVICE START DATE: January 5, 2015

NUMBER OF AVAILABLE DRIVERS: FTE's: Year 1 = 5.5, Year 2 = 5.5, Year 3 = 6, Year 4 = 6, Year 5 = 6

OPERATIONAL HOUR LIMITATIONS, IF ANY: None

COMPANY PRACTICES

The Respondent shall answer the following questions for current company practices.

ACCESS E-MAIL	YES	NO
ACCESS INTERNET	YES	NO
MAINTAIN A DRUG AND ALCOHOL PROGRAM	YES	NO
PERFORM BACKGROUND CHECKS	YES	NO
PERFORM SENSITIVITY TRAINING	YES	NO
PREPARE MONTHLY REPORTS	YES	NO
PROVIDE TRAINING ON ADA-ACCESSIBLE EQUIPMENT	YES	NO

COMPANY POLICIES AND PROCEDURES

Indicate whether Respondent's company maintains and implements the following policies and procedures. If yes, then please attach a copy of your policy or procedure.

ACCIDENT AND INCIDENT REPORTING **YES** **NO**

ACCIDENT SAFETY RECORDS MANAGEMENT **YES** **NO**

(Respondent shall provide three (3) years of accident safety records, loss history, and experience modifier)

COMPLAINTS **YES** **NO**

FARE COLLECTION CONTROLS **YES** **NO**

HEALTH, SAFETY, AND ENVIRONMENT TRAINING **YES** **NO**

(including hazardous materials, inspection plans, and records)

OVERSIGHT OF DAILY OPERATIONS **YES** **NO**

RECORDS MANAGEMENT **YES** **NO**

SECURITY **YES** **NO**

SUPERVISION **YES** **NO**

TRAINING **YES** **NO**

(including safety sensitive positions and drug and alcohol training)

U.S. DOT DRUG AND ALCOHOL PLAN **YES** **NO**

(including testing)

VEHICLE MAINTENANCE AND RECORDS MANAGEMENT **YES** **NO**

(including pre- and post-trip vehicles inspections, original equipment manufacturer's recommended requirements for preventative and unscheduled transit vehicle maintenance and ADA equipment and unscheduled preventative maintenance)

EXCEPTIONS / SUBSTITUTIONS

Please list any proposed exceptions and/or substitutions to the RFP.

PART NUMBER	PARAGRAPH NUMBER	EXCEPTION / SUBSTITUTION
		None

SUBCONTRACTOR INFORMATION

Please list any proposed subcontractors being utilized for the scope of work.

COMPANY NAME	DUNS NUMBER	RESPONSIBILITY	QUALIFICATIONS	REFERENCE NAME	REFERENCE TELEPHONE NUMBER
JCM & Associates (Blue Goose Uniforms)	N/A	Supply uniforms	Ensures that their customers receive a first class service, quick deliveries, and quality products at discount prices.	Richard Crady	(800) 543-3732
Saxon Fleet Services	N/A	Provide bus maintenance	Has successfully provided fleetand maintenance services for over 30 years	Jonathan Fogleman	(713) 928-5707

Respondent Information Form

Respondent shall complete the Respondent Information Form (EXHIBIT K) showing the number of personnel, equipment and other operational services that will be used to meet the requirements herein.

Company Policies and Procedures

Accident and Incident Reporting

Accidents can be very unnerving for all of those involved. When an accident or incident occurs, the situation needs to be handled in a professional, calm manner. In the event of an accident or incident involving a dedicated Conroe Connection vehicle during contracted service hours, the following process will be used, as detailed in our System Safety Program Plan (SSPP) provided in **Appendix A** to this tab.

1. An accident occurs.
2. The accident is immediately reported to the dispatcher/scheduler, City, and the proper responding authorities.
3. Written protocol is followed pertaining to securing the scene and interacting with passengers and emergency personnel.
4. The General Manager reviews the scene and complete all required paperwork.
5. Ride Right's safety personnel are notified of all details pertaining to the accident.
6. Post-accident safety-sensitive employee testing is administered as appropriate.
7. Ride Right's safety personnel, human resources, and corporate staff thoroughly debrief driver, as well as passengers as necessary.
8. After review and investigation, a determination of preventability will be made.

9. Dependent upon test results and investigation findings, the driver will be counseled or retrained; drivers involved in a preventable accident will receive a minimum of four hours of retraining
10. Results of investigation findings will be stored electronically and available to City personnel.

Service Interruptions

Ride Right always prepares for unforeseen events by training drivers and staff on appropriate responses to ensure transportation continues with as little delay as possible. In case of a breakdown, the driver is to notify dispatch, advising of the problem. If the issue cannot be resolved over the radio, and should passengers be on board, the General Manager will travel to the location with a pre-tripped replacement vehicle. Upon arrival, all passengers will be transferred to the replacement vehicle and proceed to their respective destinations. If no passengers are on board, the replacement vehicle will proceed to the next scheduled pick-up. The problem vehicle will be removed from service until all repairs are complete. Ride Right understands that the City will not reimburse us for any retrieval, towing, and/or repair services for mechanical breakdowns.

“ Sgt. Jackson of Valparaiso Police Department emailed me yesterday regarding the situation with the stranded individuals out on Silhavy road whose medical transport broke down. He shared his praise of Jessica and the Ride Right staff for stepping up and aiding individuals in our community who were in need. I want to commend not only Jessica, but you and the rest of the staff at Ride Right for going above and beyond what’s required of them in order to help others. You have done well to employ individuals of character who will not only aid others in need, but do so in a logical way which does not adversely impact our services. ”

Taylor Wegrzyn,
Assistant Planner, City of Valparaiso

Inclement Weather

Ride Right ensures our drivers are fully trained and prepared to provide safe and reliable service in the event of inclement weather through initial and refresher training, including specialized training in hurricane preparedness due to Conroe’s location. In addition to the required training, Ride Right has a specified Inclement Weather Plan, provided in **Appendix B** to this tab, detailing responsibilities and processes to follow when weather may prohibit the continuation of service.

Ride Right is fully prepared to assist the City with emergency evacuations during inclement weather, or other disastrous events. We will only provide this service with express, written approval from the City Administrator and without exposing our employees to hazardous or unsafe conditions.

Accident Safety Records Management

Ride Right focuses on safety in all of its operations, and will do so for the City. Ride Right's Regional Director of Safety and Training Chris Leighty will work closely with General Manager Bill Downey to ensure safe operations.

Our SSPP, provided in **Appendix A** to this tab, includes accident prevention, accident investigation, retraining guidelines and procedures, criteria for determining preventability of accidents, program for internal safety meetings to re-enforce safety importance, and participation of Ride Right in safety related organizations. Ride Right will modify our SSPP upon contract award to meet the needs of the Conroe Connection program.

Ensuring consistent, safe behavior in a transit operation can be done, in part, by providing a steady flow of positive information, and recognizing those who perform safely. Ride Right's program provides structure and a foundation for communicating safety messages and inspiring safe job performance at all levels within the business.

Initial training curriculum covers all critical safety topics (including assault awareness, passenger relations, defensive driving, and inclement weather driving) and these topics are reinforced at monthly safety meetings and mandatory in-service training sessions. This excellent program inspires safe behavior among employees at all levels by:

- Generating system-wide participation in safety issues
- Encouraging employees to take ownership for safety results

- Engaging executives and managers at all levels, and encouraging their active participation in safety management and communication
- Sharing safety results at the location level or with individuals by celebrating success stories
- Awarding safe driving with monthly awards and incentives

These processes reduce the frequency of unsafe behaviors, occurrence of collisions, and compensable injuries. We will create an awareness of safety-related issues while providing continuous education and communication through the following mechanisms:

- Posters, banners, and pennants
- Handouts and promotional items
- Monthly driver recognition
- Newsletters and safety radio messages
- Quarterly safety bonuses
- Mandatory monthly safety meetings
- Safe driver awards and incentives
- Executive visits to the field
- Regular audits
- Quarterly accident and emergency response drills

Safety Committee

A Safety Committee will be comprised of drivers, and led by General Manager Bill Downey. The Committee will meet once monthly to ensure that the safety program is achieving its goals. They will review any safety issues as well as any recent incidents/accidents, select candidates for the monthly safe driving awards, and make recommendations for topics to be covered at the monthly safety meeting, which is attended by all staff.

Three Years of Accident Safety Records

Ride Right prides itself on our safe and reliable service. We have never received a safety violation and we maintain exceptionally low AFR's for all of our contracts. Yet, we understand that accidents do occur from time to time. With our comprehensive SSPP and extensive training curriculum, we have proven processes in place to prevent accidents and safety violations, and should they occur, we have robust accident response and review processes in place, as described previously in this tab. The following accident history quantifies Ride Right's commitment to safety.

2012			
Contract	Miles	Preventable	AFR
Allegan, Michigan	627,373	2	0.32
Hamilton County, Ohio	1,624,087	11	0.68
Clarion, Pennsylvania	508,509	4	0.79
Indianapolis, Indiana	397,556	1	0.25
Lancaster, Ohio	425,905	4	0.94
State College, Pennsylvania	249,534	5	2.00
Sumter, Florida	742,053	10	1.35
Valparaiso, Indiana	189,692	1	0.53
All Projects Total	4,764,709	38	0.80

2013			
Contract	Miles	Preventable	AFR
Perrysburg, Ohio	28,525	0	0.00
Allegan, Michigan	571,970	2	0.35
Sumter, Florida	708,746	3	0.42
Indianapolis, Indiana	406,748	2	0.49
Valparaiso, Indiana	191,284	1	0.52
Hamilton County, Ohio	1,889,597	10	0.53
Clarion, Pennsylvania	467,832	3	0.64
Lake County, Florida	407,450	3	0.74
State College, Pennsylvania	369,038	3	0.81
Lancaster, Ohio	528,490	7	1.32
All Projects Total	5,569,680	34	0.61

2014 (YTD)			
Contract	Miles	Preventable	AFR
Allegan, Michigan	580,502	3	0.52
Austin, Texas	778,785	12	1.54
Hamilton County, Ohio	1,527,286	7	0.46
Clarion, Pennsylvania	344,088	3	0.87
Indianapolis, Indiana	299,382	0	0.00

2014 (YTD)			
Lake County, Florida	1,568,852	8	0.51
Lancaster, Ohio	534,779	4	0.75
Livermore, California	1,091	0	0.00
Orange County, New York	88,613	1	1.13
Perrysburg, Ohio	57,087	0	0.00
St. Louis, Missouri	15,642	0	0.00
State College, Pennsylvania	282,295	2	0.71
Sumter, Florida	527,489	2	0.38
Tinley Park, Illinois	23,513	0	0.00
Valparaiso, Indiana	171,792	1	0.58
ChicaGo DASH Service	10,685	1	9.36
All Projects Total	6,811,881	44	0.65

Loss History

We have included Ride Right’s three year loss history as **Appendix C** to this tab. Currently, Ride Right has no pending litigation. Should the City require, for the purposes of evaluating Ride Right, information on any specific past litigation or claim, Ride Right will supply that information which can be released without jeopardizing attorney-client privilege or privacy/confidentiality considerations incident to litigation.

Experience Modifier

A certification from our insurance company explaining Ride Right's experience modifier can be found in **Appendix D** to this tab. This rating is effective December 31, 2014.

Complaints

Ride Right is a company that cares deeply about the level of service we provide. We choose to be a cooperative partner to the entities we work with, a valuable vendor to our clients, and a provider of quality services to passengers. By choosing Ride Right as its service provider, the City will experience a positive difference in customer service with a company that is focused on delivering the highest quality service possible. We look forward to working with the City and its passengers to achieve a well-rounded, excellent transportation program of which we can all be proud.

“*Contract start-up was seamless and smooth. We had a very short implementation period, but Ride Right was able to quickly ramp-up and our ridership experienced no inconveniences. We are pleased with their levels of support and involvement. Ride Right has provided excellent customer support during implementation and throughout the life of the contract. Corporate support during contract start-up was excellent. Pat McNiff (VP of Operations) and Lynn Schantz (Regional Director), were on hand during start-up along with several experienced drivers to help train and transition.*”

Mary Lutz, Administrative Officer,
Clarion County Transportation, Pennsylvania

We understand that the City seeks the best service available for its passengers. With Ride Right's management, the City will not be subject to complaints and issues about the service provided by our staff. Ride Right will provide courteous, prompt attention to passengers' needs through selective hiring, comprehensive training, performance monitoring, and periodic refresher training.

Complaint Resolution

Following safety, Ride Right holds passenger comfort and satisfaction as the most important aspects of service. Ride Right has a strong history of maintaining extremely low passenger complaint rates and knows how to solicit appropriate feedback, track comments and complaints, determine underlying issues, and resolve problems. For example, in 2013 our complaint rate was 0.05% in our largest contract for Hamilton County, Ohio, which is well below the national average.



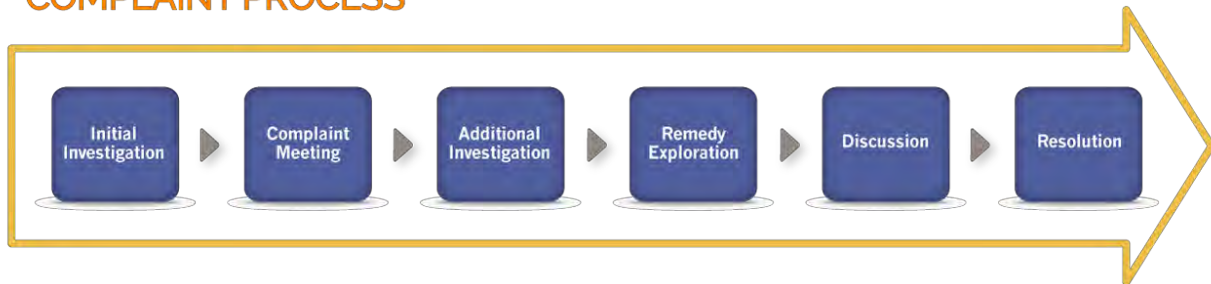
Ride Right is prepared to be a transparent partner and work cooperatively with the City to ensure all complaints are properly resolved and reviewed for complete customer satisfaction.

Complaint Procedure

We understand that we will be responsible for handling all complaints, and we assure the City that we will respond to all passenger issues and concerns with prompt and fair consideration. Ensuring passengers receive the highest quality service will be one of Ride Right's foremost goals in administering this contract. We have experience in both increasing responsiveness and providing award-winning customer service.

Ride Right agrees to follow up with each passenger complaint within three working days of receipt via phone or written correspondence. The City will be immediately notified if a complaint is received that alleges employee misconduct. We will work with the City in developing and establishing clear, written procedures for handling complaints, which can be based on our established process as follows.

COMPLAINT PROCESS



Initial Investigation

General Manager Bill Downey will investigate the complaint by reviewing pertinent manifest data and will interview the involved driver and other staff as deemed appropriate. Information gathered relative to the complaint will be recorded and the root cause(s) of the complaint will be determined.

Complainant Meeting

If necessary, or requested, Bill will contact the complainant to review all pertinent information. Results of the conversation will be documented and a resolution may be agreed upon at this time.

Additional Investigation

Based on the complainant interview or facts that emerge from witness accounts, Bill may initiate additional fact-finding in order to resolve the complaint. Vehicle maintenance records and the driver's personnel file will be reviewed, and all information will be utilized in constructing a resolution. If required, Bill will call the passenger during the investigation stage to receive additional information. Resolution may also occur at this time.

Exploration of Remedy

If a passenger complaint is the result of a preventable action on the part of an employee, Bill will initiate re-training and disciplinary action may take place. The complainant will be made aware of any remedy or remedies put into effect.

Discussion in Weekly Staff Meeting

Bill will review the proposed resolution with all appropriate City and Ride Right staff to ensure compliance with all service policies and procedures.

Resolution

Resolution will occur when Bill has determined and understands the cause of the problem, when the appropriate action has been taken to ensure that measures are in place to prevent the problem from recurring, and when the passenger is satisfied with the complaint resolution.

Fare Collection Controls

Ride Right staff will be trained on proper fare handling procedures and will be prepared to collect and report all fares as specified by the City, with emphasis on fair and consistent policy enforcement. Ride Right has experience with cash, ticket, and cashless/voucherless fare systems, and can adjust our fare handling procedures to meet the needs of the Conroe Connection program.

Drivers will be instructed to ensure passengers deposit the exact fare in the farebox or provide a ticket prior to boarding the bus. The driver's manifest will clearly state the appropriate fare classification for each passenger to ensure the driver knows how much to collect. All companions will be charged the same fare as the eligible paratransit passenger; scheduled PCAs will not be charged. Ride Right will enforce consistent fare collection policies and procedures at all times, ensuring the correct amount of fare is collected from passengers for each ride.

Fares will be collected, reconciled, and accounted on a daily basis. The General Manager and driver will remove the fare from fareboxes and count the fare together. Farebox counts will be compared by at least two employees with the driver log/manifest each day to ensure all

passengers paid the correct fare. The fare will then be deposited by General Manager Bill Downey. Accounting of fares will include the information for required monthly reporting and will be conducted in compliance with all generally accepted accounting principles.

At Ride Right, we have designed our revenue collection and reconciliation procedures to ensure proper accountability, provide an audit trail, and minimize the potential for abuse; we are committed to safeguarding our client's financial resources. Our system is based upon the principles of limited access, specific individual accountability, and joint responsibility of monies prior to deposit. Fares will be reconciled against total revenues to ensure that no losses occur. Should reconciliation identify losses, we will act immediately to identify the source of the loss and apply appropriate measures to correct the situation. The City is welcome to conduct an audit of farebox revenue and ticket inventory at any time throughout the life of the contract.

Health, Safety, and Environment Training

Ride Right's SSPP (**Appendix A**) and Employee Handbook and Driver Training Manual (**Appendix E**) outline our health, safety, and environment training. Together, these manuals provide comprehensive information regarding topics addressed in Ride Right's training program required for all employees. More information on our training can be found in [*Respondent Information Form: Company Policies and Procedures, Training*](#).

Oversight of Daily Operations

General Manager Bill Downey will be responsible for oversight of daily operations, including reservations, scheduling, and dispatching. Ride Right proposes the following processes for handling these services on a day-to-day basis.

Mobilitat's Easy Rides System

Ride Right proposes the use of Mobilitat Easy Rides System for the Conroe Connection program. We feel Mobilitat is an excellent choice to streamline the reservation, scheduling, and dispatching process while accessing advanced reporting tools for billing and data analysis. It also has the ability to grow along with the ridership and service expansions as they occur in the program.

Easy Rides is a comprehensive scheduling software designed for small to medium sized systems, and is both cost-effective and easy to use. It includes Trip Validation, an enhanced dispatch board with a staging area, Route Parameter Replication (RPR) for simplified scheduling, and a Ride Analyzer tool.

Easy Rides provides three levels of geographical discrimination: neighborhoods (sites), zones, and jurisdictions. Grouping trips and reporting trip information is easier and much more powerful using this advanced technology. Examples of the information layout of Mobilitat's software can be seen in **Figure 3**.

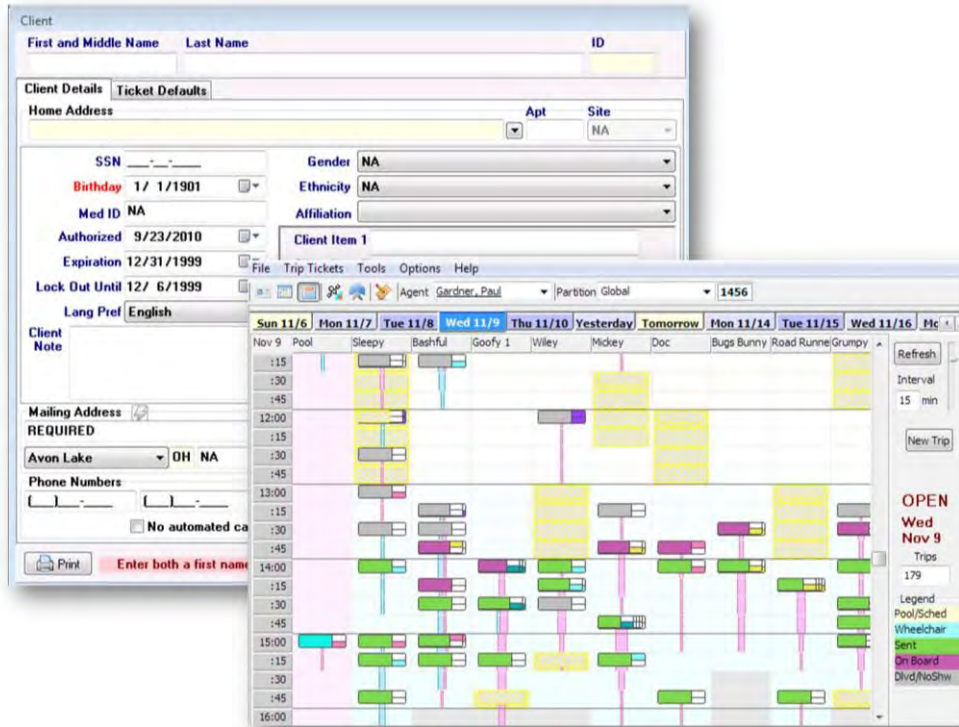


Figure 3: Screen shots for the client detail and scheduling components of Easy Rides software.

Easy Rides can filter the types of tickets that can be assigned to specified vehicles and runs. Runs and vehicles may be reserved for certain funders, providers, and custom parameters. It also provides visibility into available seats and/or wheelchair slots before assigning a requested deviated or flag stop trip.

Easy Rides basic features include:

Scheduling	Dispatching	Reporting
<ul style="list-style-type: none"> • Client default data table • Enhanced client data form • Frequented addresses • Single reservation entry point • Trip tickets • Return trips • Multiple leg and group trips • Subscription trips • Suppress subscription trips • Short-term repeat trips • Temporarily lock out clients • Point-and-click scheduling • Auto-complete addresses • Route parameter replication • Trip validation 	<ul style="list-style-type: none"> • Multiple screens • Undo/redo schedules • Point-and-click dispatching • Hide/unhide runs (routes) • Color coded zones • 15 styles of manifests • Export manifest data • Dispatch board stage • No route or vehicle limits 	<ul style="list-style-type: none"> • Comprehensive ticket archive • Comprehensive report generator • Export report data to MS Excel • New clients this month • Consolidate redundant addresses • Fare reconciliation • Back/up restore utilities • Archiving feature • Rides analyzer • Extra customizable trip lists • Customizable client lists • Support for secondary funders • Affiliations support

Reservations

Ride Right understands that a good transportation experience starts with a focus on accurate data entry and attention to detail. To ensure this accuracy, Ride Right utilizes phone scripts to capture precise responses and efficiently handle information requests. Upon contract award, Ride Right will work closely with the City to personalize scripts and information collected during calls. For the purposes of this contract, the dispatcher/scheduler will handle all reservations and perform scheduling functions.

We will train our staff to be skillful in managing calls and tactful in minimizing talk times, handling each call with the utmost speed, courtesy, and respect. While we train and empower each of our employees to provide outstanding service, we know that mistakes occasionally happen. To mitigate impacts from mistakes, daily quality control checks are performed, so employees may proactively correct mistakes and improve future performance.

Reservation Procedure

Reservations will be accepted from 8:00 a.m. to 5:00 p.m. Sunday through Friday. Passengers may make reservations up to seven days in advance but no later than 5:00 p.m. the day before the requested service.

When making a reservation, our dispatcher/scheduler will first verify the passenger's eligibility using the City's list of eligible passengers, which will be uploaded into Easy Ride's client database. The client database is searchable by: Name, ID number, home address, telephone

number, birth date, special physical needs, fare rate, pick-up and delivery addresses, registration date, expiration date, and note sections. Easy Rides also provides the ability to easily separate and track ADA paratransit passengers. Ride Right can customize fields to categorize trips/passengers for conditional eligibility, which makes it easy for reporting and scheduling around fixed routes.

If the passenger is ineligible, the dispatcher/scheduler will provide contact information for the City regarding information on certification. Upon confirming eligibility, the dispatcher/scheduler will make the reservation in Mobilitat, as shown in **Figure 4**, which creates a trip ticket for every reservation. Trip Ticket information includes:

- Passenger name
- Date and time of trip request
- Origin address
- Desired arrival time
- Return trip destination address
- Number of ambulatory and wheelchair positions required
- Phone number
- Date and time of requested trip
- Destination address
- Return trip origin address
- Desired pick-up time for return trip
- PCA or companions accompanying the passenger

Edit Trip Form

Client Name	ID	Age	Phone	Client Status	Special Needs	Vehicle Type
Loundmanclay, Juanita	288	70	(404)806-8247	NA	Ambulatory	NA

Monday
 3/17/2008 Group Ticket/Rerun

Addresses	Frequent Addresses	Apartment	Site	Reqst.	Sche.	Route
Pickup: 1300 McFarland Ave.			Rossville	0800	0800	Angel
Delivery: Cherokee Reg. Library			LaFayette	0842	0843	New Leg

Appointment: None **Board Time**: 3 mins. **Auto Schedule**: Check Feasibility

Provider	Rate Type	Fare/Amount \$	Fare Type
Walker Transit		2	Cash

Nbr. Psngs	Purpose	Reference	DB List 3
1	Employment	NA	
Nbr. Atndts	P. Funder	Wendy	DB List 4
0	Self		
Nbr. Escrts	S. Funders	Mels list	DB List 5
0	<input type="checkbox"/> NA		
Stopovers	Sche Agent	DB List 6	DB List 7
0	Brooks, Angela		

Trip Note:
Client Note: NA

Pickup: {1300 McFarland Ave.} **Phone**: () -
Dropoff: {305 South Duke Street} **Phone**: NA

Buttons:

Figure 4: Trip Entry Form. Reservations are entered into Mobilitat using the Trip Entry Form, which automatically pulls passenger information from the database for faster processing.

Return trips are automatically generated from the same trip form and the trip ticket can be assigned to an actual vehicle run (route) during the reservation process. Once the trip is entered into Mobilitat, the dispatcher/scheduler will read back the trip details, including date, time, origin, and destination to the customer prior to ending the call. The dispatcher/scheduler will explain that the passenger is requested to be ready 15 minutes before the assigned pick-up time, and that the driver will only wait five minutes before departing. All ADA trip requests will

be completed with the initial telephone contact. In accordance with the City's reservation policies, Ride Right will not:

- Deny trips
- Maintain waiting lists
- Place callers on long hold times
- Take same day reservations
- Consider cancellations received at least one hour prior to the scheduled pick-up time as no-shows
- Restrict trip purpose (except for subscription service)
- Limit the number of trips a passenger takes

Scheduling

Once a reservation is made, the dispatcher/scheduler will prepare a manifest and assign the trip to a driver and vehicle. The first step in scheduling is the development of a framework of runs designed around the demand for trips. Ride Right will first analyze a schedule of service parameters to be used as a basis for trip reservations, scheduling, and the development of driver shifts.



A report on the bookings per hour provides the beginning information necessary to create this daily schedule. Building on this framework, Ride Right staff analyzes all of the subscription trips to maximize the core efficiencies on an ongoing basis and to ensure proper capacity remains to accommodate single trip requests. Ride Right trains dispatcher/schedulers to closely review the schedules on a daily basis to ensure effective routing to maximize productivity. The scheduling process is then reviewed and updated quarterly to ensure best practices from all locations are applied throughout our contracts. These quarterly reviews ensure that the system is operating as efficiently as possible, that no quality assurance procedure is being overlooked, and that the routes are optimized for service demand and weather at the beginning of each season. As changes become predictable, Ride Right will propose new routes and route schedules.

Managing Subscription Trips

Subscription trips are the backbone or “skeleton” of the service, making quality subscription schedules a major determining factor of overall system performance. Understanding this, Ride Right conducts data mining of historical trip data to identify passengers whose travel patterns exhibit subscription qualities, especially during off peak periods, and encourage subscription requests. Subscription service automatically generates the trip request, which reduces incoming request by phone and allows for heightened service to other callers.

We also use this data to analyze situations where passengers may be better served not having subscription service due to frequent changes or cancellations, or where subscription trips are actually best served by being scheduled ad hoc with daily trips to increase overall efficiency of

the service. Subscriptions will be reviewed and optimized based on current and accurate daily driver and dispatcher/scheduler feedback.

Ride Right's staff will produce productive, realistic schedules to accommodate passenger needs, vehicle availability, and efficiency. To encourage multi-loading and routing opportunities, our dispatcher/scheduler will develop run manifests based on pick-up and destination locations and times. By appropriately identifying such opportunities, we will increase service delivery efficiency, maximize productivity, and lower the overall per-trip cost.

Optimizing the Schedule

As part of his/her daily duties, our dispatcher/scheduler will coordinate activities to prepare for the next day's service schedule, or further in advance to maximize productivity. As part of this preparation, the dispatcher/scheduler will optimize trip distribution by examining each scheduled run for scheduled and actual productivity. During this analysis, the dispatcher/scheduler will ensure that each run:

- Meets minimum service level requirements, ride time standards, and performance goals
- Optimizes the number of ADA/Demand Response rides provided
- Minimizes circuitous routing
- Allows maximum multi-loading / shared-ride opportunities

Based on their analysis, Ride Right's dispatcher/scheduler may identify service delivery challenges and recommend changes to the schedule as necessary. S/he will also take into account input provided by our drivers, as well as the City. By doing so, we can guarantee the City the most productive and efficient program possible.

Dispatching

Ride Right's dispatch operation, along with its related processes of scheduling and routing, is one of the most vital components in a successful transportation system. For this reason, Ride Right devotes a great deal of time to the training of dispatcher/schedulers, as well as having a developed and proven method of dispatch throughout our other contracts. Dispatching will maximize the productivity of service, while meeting the standards for service quality established by City.



Dispatch is where the effort of the reservation process changes from abstract to the real world. It is up to dispatcher/schedulers to manage, not just monitor, the on-time performance of routes to minimize the difference

between scheduled productivity and realized productivity. The dispatcher/schedulers are

expected to identify and correct possible service difficulties by proactively monitoring the performance information to gain the extra efficiency not already realized by the software. Identifying and resolving late deliveries and reroutes, responding to problem situations as they occur, and communicating with drivers in such a way that they can avoid delays in service is the dispatcher/schedulers' focus. Ride Right will bring the Conroe Connection program a complete balance of cost efficiencies and productivity increases.

Ensuring Effective Communication with Drivers

Perhaps one of the most important roles of our dispatcher/schedulers will be ensuring effective coordination, communication, and interfacing between dispatch and our drivers. Maintaining constant contact in regards to schedules and on-time performance will be essential. Our drivers are the first line out in the field and their feedback about conditions such as road closures is essential to avoiding delays and issues. By having methods for establishing and maintaining this collaboration, we can ensure efficient service, trip timeliness, and improved productivity. Our dispatcher/schedulers will communicate on a real-time basis with the drivers to ensure schedule adherence.

Records Management

The City will receive comprehensive information on Ride Right's operations through scheduled and as-requested reports. Ride Right, as a transparent and supportive partner to the City, will keep the City informed on all aspects of Conroe Connection throughout the life of the contract. Ride Right will work with the City to establish a customized reporting schedule and process for

providing data pertaining to operations, maintenance, DBE participation, annual service, and US DOT Drug and Alcohol Testing Management Information System (MIS). This schedule will include the reports in **Figure 5**. All reports will be legible, complete, and delivered in digital format. The City is welcome to audit or inspect the data and records used to generate reports associated with the services provided under this contract.

REPORT	FREQUENCY	DUE	CONTENT/FORM
Operations and Maintenance*	Monthly	With invoice	Fares, trips, miles and hours of service, safety, customer service, maintenance, performance
Operations and Maintenance*	Annually	October 30 th for prior fiscal year	Fares, trips, miles and hours of service, safety, customer service, maintenance, performance
Contractor Payment	Monthly	With invoice	Form 1 – Contractor Payment (DBE Participation) Form
Annual Service	Annually	October 30 th for prior fiscal year	Form 2 – Annual Service Form
US DOT Drug and Alcohol Testing MIS Data Collection	Annually	January 25 th for prior calendar year	US DOT Drug and Alcohol Testing MIS Data Collection Form
Major Accident	As required	Within 2 hours	Form 3 – Major Accident Report

REPORT	FREQUENCY	DUE	CONTENT/FORM
		of occurrence	
Non-Major Accidents and Other Incidents	As required	Within 24 hours of occurrence	Form 4 – The City of Conroe Incident Report

Figure 5: Reporting Schedule. Ride Right will comply with the reporting schedule as established by the City.

*Will be tailored for fixed route and paratransit as indicated by the RFP.

All records, documentation and other evidence pertaining to the transit services provided under this agreement and related funds will be maintained in accordance with generally accepted accounting principles and practices. Ride Right will maintain all records relating to this agreement in accordance with the City’s requirements.

Security

Confidential Information Management

Ride Right treats each individual’s personal information with the utmost sensitivity and respect. Every employee is required to complete training on HIPAA Standards as well as ADA sensitivity, as detailed in our Employee Handbook and Driver Training Manual provided in **Appendix E** to this tab, to ensure that confidential information is handled properly.

Ride Right confirms that all passenger information dealing with identity, residence, or other private matters will be treated as confidential and will be maintained in a secured location.

Under no circumstance will any employee request information from a passenger that is not pertinent to the services provided. Ride Right has extensive experience dealing with paratransit and non-emergency medical transportation requiring a high level of confidentiality. Conroe Connection passengers can be assured their information will be handled with sensitivity and professionalism at all times.

Security of Passengers

In addition to enforcing our established safety practices, outlined in *Respondent Information Form: Corporate Policies and Procedures, Accident Safety Records Management*, Ride Right ensures the safety and security of passengers by conducting full background checks for our employees, especially those in safety sensitive positions, such as drivers. Ride Right believes that a high quality, safe program requires high standards for the individuals who operate the service and represent the City.

Hiring Process

Our hiring process has produced successful teams across the nation and has been streamlined for efficiency and effectiveness. Ride Right's Human Resources department and local start-up team will recruit the staff required to execute the Conroe Connection contract. We will post all positions that need to be filled, along with their applicable descriptions, on various outlets including:

- Local and national recruiting web sites
- Local job banks and fairs
- Local community colleges and universities



Following these processes, our local Ride Right start-up team will screen all viable candidates through phone interviews and on-site testing to determine that they meet the requirements listed on the approved job descriptions. Final candidates will be passed to General Manager Bill Downey for in-person interviews. For those candidates who pass the initial interviews, references will be checked, and Bill and the local start-up team will discuss which candidates they wish to offer positions.

Each candidate will undergo a drug and alcohol test administered in accordance with all applicable Texas and federal guidelines and be deemed legally authorized to work in the state of Texas and the United States. Ride Right will also perform criminal background checks (state, city, and county level), review the OTIS/CSC Registered Sex Offender List, and verify employment history for all potential new hires; no one with a dissatisfactory background or references will be considered for employment.

Driver Qualifications

All drivers must be 25 years of age and have a valid Class B Commercial Driver's License (CDL) with the appropriate endorsements and Medical Certificate for drivers of 15-passenger or greater buses. Drivers will be required to have had continuous possession of a valid driver's license for the preceding five years with no more than two traffic citations for moving violations in the past three years, no DWI/DUI convictions in the past three years, and no felony convictions. Ride Right will check annual Department of Motor Vehicles (DMV) reports, and will not consider candidates who have more than three moving violations within the last three years.



Drivers will meet all local and state licensing and “fit for duty” regulations that exceed the federal standards and will have the ability to read, write, and speak English fluently. Ride Right will review Motor Vehicle Reports (MVRs) prior to hire and yearly thereafter to ensure that all drivers meet state and federal regulations.

After job offers have been made to qualifying drivers, we will commence on-site training and orientation activities. Training will include a review of the associated job description and expectations, as well as a minimum of 10 hours of training in passenger sensitivity, defensive driving, and Passenger Assistance Techniques (PAT).

Removing Drivers

Any driver who commits an unsafe or unprofessional act on duty, in violation with safety rules and regulations, security policies, guidelines, or procedures, will be immediately removed from service. Termination will occur when a driver is in any of the following situations:

- Fails to pass drug and alcohol test
- Fails to comply with FTA policies on use or possession of alcohol and controlled substances
- Texas driver’s license is revoked, suspended, or not renewed
- Obtains more than three moving violations or accidents within three years
- Convicted of any DWI/DUI or felony offense
- Made verified discourteous or inappropriate remarks to a passenger
- Used a personal cell phone while operating a transit vehicle

Supervision

Performance Monitoring

Ride Right's ability to balance system productivity requirements with courteous passenger-friendly service allows us to maximize available transportation resources in each of our contracts. In order to ensure that service levels remain consistently high, General Manager Bill Downey, along with the dispatcher/scheduler, is responsible for monitoring schedule adherence, efficient run coordination, on-time performance, clear communication between dispatch and vehicles, quality customer service, and safe work habits. Ride Right will provide the City's transit service area with public transportation to specified destinations in a professional, courteous, and timely manner with equipment that is accessible, affordable, and comfortable.

Ride Right measures on time performance by assessing late minutes per operating hour. We are confident that Conroe Connection service will consistently exceed the City's on-time performance goal of 90-100% for both fixed route and paratransit during the first six months of service due to our experience operating similar programs with great success. **Figure 6** compares similar Ride Right operations' on-time percentages against our standard 95% goal. After six months of actual runs, General Manager Bill Downey will work with the City to analyze collected data and set appropriate on-time performance goals for the Conroe Connection program.

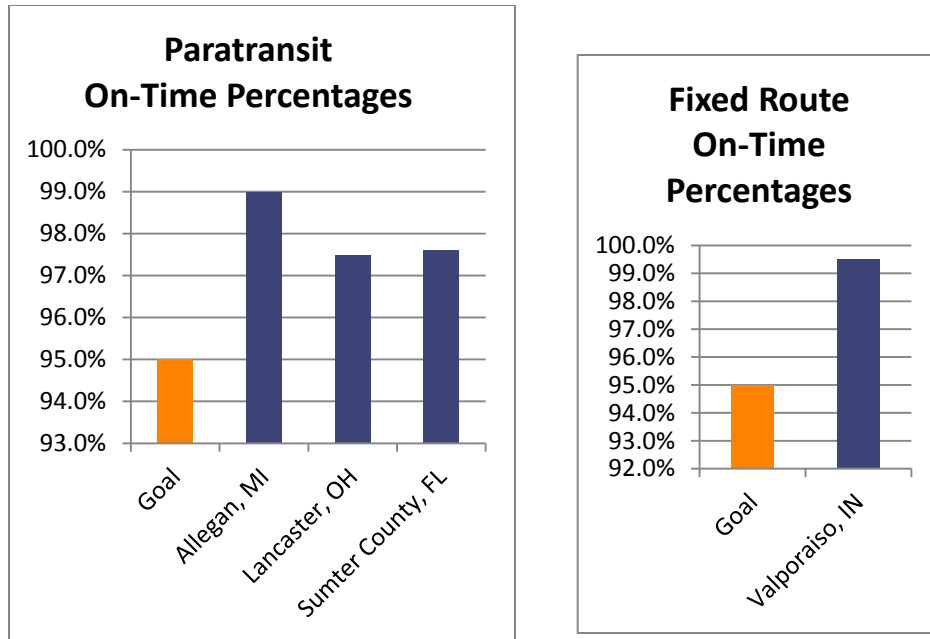


Figure 6: On-Time Percentages. Ride Right exceeds goals for on-time percentage in other similar contracts.

For the Conroe Connection program, we will conduct the following quality control activities to monitor and improve performance:

- Perform twice-hourly time checks during peak operating hours
- Perform spot checks to ensure that loading and unloading processes at major trip generators are proceeding efficiently and with no schedule impact
- Mandate that drivers contact dispatch during any delays, including trains, construction, accidents, weather, etc.

Frequent monitoring of these data points and statistics allow our management team to identify potential issues before they escalate and to be proactive in ensuring the quality of our programs. In addition to General Manager Bill Downey reviewing data throughout the day, Ride Right’s corporate team analyzes data from all its operating location on a regular basis. This process allows us to compare similar contracts and find opportunities to improve the quality of services.

“ Ride Right employees have it down to an art! They handle deviations incredibly. Over the last few years, V-Line stays on time more often. ”

Joe, V-Line passenger,
City of Valparaiso, Indiana

Meeting Service Performance Standards

In addition to meeting the 95% on-time percentage goal, Ride Right will meet or exceed the City’s performance standards for all areas of service. Our staff will be knowledgeable of service, courteous in attitude, and positive in passenger relations. We seek to increase productivity and achieve service expectations by meeting the City’s service standards, including:

- Passenger complaints less than 10% of total number of trips provided per month
- Zero missed fixed route runs
- Zero missed paratransit trips

Ride Right acknowledges that the City reserves the right to deduct payment from monies due and/or assess penalties if we fail to meet any of the performance standards. We look forward to working with the City to deliver the services as expected and to find remedies for any instances of unacceptable service.

Monitoring Service Reports

Ride Right's operations team will make the necessary daily adjustments to routes that ensure driver coverage and on-time performance. We will hone in on key data and statistics regarding efficiency, timeliness, and other performance standards. Ride Right fully understands the importance of proper reporting and will perform quality control checks to make sure all data is being accurately recorded.

Road Supervision and Observations

Road Supervision and observations play an important role in the monitoring of high quality service for Conroe Connection operation and will be conducted by General Manager Bill Downey. Bill will proactively ensure reliable transit services, identify solutions to minimize service disruptions, and maintain a professional, fair, and friendly demeanor at all times.

Additionally, Bill will perform the following functions:

- Monitor schedule adherence and perform on-street supervision and observations
- Investigate and report on all incidents/accidents
- Monitor and record daily work status of drivers
- Transport passengers in the event of a breakdown
- Provide coaching to employees as needed

During observations, Bill will observe the safe operation of the vehicle, the normal driving of the driver in service, and the practice of the policies and procedures of Ride Right. Areas of observation include:

- Is speed reasonable for conditions?
- Are traffic lights, signs, and stop signs observed?
- Is the driver's appearance proper?
- Are all of the starts and stops smooth?
- Are loading zone procedures executed well?
- Is the driver on time and safe?
- Is there proper following distance?
- Does the driver operate in proper traffic lanes?
- Is backing executed properly?
- Are proper stopping procedures followed at all railroad crossings?
- Is the route followed properly?
- Was the pre-trip completed properly?

Driver Expectations

In addition to meeting the service standards outlined above, Ride Right's drivers will be expected to meet the following standards, which will be monitored through road supervision and observations as well as review of passenger comments and complaints, and regular communication from General Manager Bill Downey:

- Wear seatbelt at all times
- Ask passengers to wear seatbelt at all times
- Never smoke or use any tobacco products in the vehicle at any time
- Never eat or drink in the vehicle at any time

- Enforce service rules and guidelines
- Be professional and courteous at all times
- Wear clean, neatly pressed uniform and display proper identification
- Assist and properly secure passengers with mobility devices
- Perform pre- and post-trip inspections, documenting results
- Collect appropriate fares in accordance with the City Fare Structure
- Report daily passenger counts by one-way trips
- Keep vehicle equipped with a rechargeable fire extinguisher, fully replenished first aid kit, three triangle reflectors, one triangular wheel chock, and bodily fluids clean up kit
- Distribute customer service surveys to passengers, as required

ADA Driver Expectations

ADA paratransit drivers will be expected to perform the following, in addition to the expectations listed above:

- Wait five minutes past the arrival time before notifying dispatch about no-show trips
- Notify dispatch of all refused and potential missed trips

Training

One of the cornerstones of any successful program is a well-trained team. To ensure our employees have the skill set necessary to perform their jobs efficiently and effectively, Ride Right devotes a great deal of time and effort to our training programs. Our extensive experience in the transportation industry has taught us that a thorough and appropriate

training curriculum is vital to the successful operation of a program. We have a proven curriculum designed by our Safety and Training Team that ensures all staff members have thorough knowledge of their positions. Chris Leighty, our Senior Director of Safety and Training, who is a certified TSI, DOT, and FTA instructor, has designed a defensive driving course that is a hybrid based on the Defensive Driving curriculums of the National Safety Council, Smith System and TSI, which meets or exceeds the content of the individual programs.

All personnel are cross-trained to add a layer of redundancy to each position and to enhance each employee's worth and dedication to the program. A sample of Ride Right's Employee Handbook and Driver Training Manual is provided in **Appendix E** to this tab. This handbook will be modified upon contract award to meet the City's requirements and furnished to all employees upon hire.

Driver Training

Driver training is essential for the proper operation of Conroe Connection, and we take pride in our proven ability to attract and retain the most qualified drivers and ensure their appropriate training. We know that nothing demonstrates the quality of services we provide more than a well-trained driver providing passengers with a safe, pleasant transportation experience. Our driver education program and training process involves highly regimented and professionally developed courses built around a curriculum featuring learning opportunities in two major domains: knowledge (education) and skills (training). Various delivery mechanisms such as classroom, multimedia presentations, closed-course observation, and behind-the-wheel skill

building are used to support the learning process. Learning is evaluated through written quizzes, driving tests, and customer service skills evaluations. Before beginning revenue service, all drivers must complete all required training and demonstrate understanding of their responsibilities.

Because drivers will strongly influence both productivity and customer service, their feedback and input will be highly regarded. Accordingly, Ride Right ensures that each driver is trained not only in the basics of driving, securement, and customer service, but also in reporting inefficient routing and identifying potential conflicts.

Driver Training Program

All drivers will receive adequate training to perform their duties as specified below. Our driver training curriculum features:

- Ride Right classroom manual
- Facilitator guides
- Minimum training standards
- In person, one-on-one, and group training
- Participant guides
- Written tests
- Skills assessment

Additionally, drivers will be trained in the secure collection and proper reporting of fares in accordance with industry standards and in compliance with City policies and procedures.

The following chart shows typical courses included in Ride Right’s driver training. Please note that this is an outline, and upon contract award, we will work closely with the City to adjust the schedule and curriculum to meet its specific needs, including all of the topics listed in Scope of Work, Section 7.9 of the RFP. Ride Right will obtain prior written approval from the City for the training program before the commencement of service.

Ride Right Driver Training Curriculum	
Classroom Training Hours	
Introduction, Classroom Etiquette, Conroe area familiarization	2
Fundamental Safety Practices	2
National Safety Council Defensive Driving	8
Pre/Post Trip Inspections	2
Customer Service, Conflict Resolution, and Fare Collection	2
ADA	2
Sensitivity	2
Wheelchair Securement and Loading Procedures/PASS	2
Emergency Procedures/Winter Driving	1
Use of Radio System and Procedures	1

Ride Right Driver Training Curriculum	
Classroom Training Hours	
Communications/Incident Report Writing	2
HIPAA Compliance	1
Workplace Harassment	1
Passenger Interaction Training/Policy	1
Cell Phone and Distracted Driving	2
Railroad Crossing Procedures	1
Substance Abuse Training	1.5
Security Awareness/Terrorist Activity	1.5
Employee Handbook Policy Training	1
Map and Manifest reading and comprehension	1
Blood Borne Pathogens	1
First Aid/CPR	2

Ride Right Driver Training Curriculum	
Behind-the-Wheel (BTW) Hours	
Closed-Course Group and Individual Work	
Pre-Trip Inspections	1
Brake Use and Certification / Transmissions	1
Steering	1.5

Ride Right Driver Training Curriculum	
Behind-the-Wheel (BTW) Hours	
Turns	1.5
Intersections	1
Backing	2
Lane Change	1
Service Stops	1
Paratransit Review	1
Road Work	
Pre-Trip Inspection	1
National Safety Council Defensive Driving	4
Steering	2
Turns	2
Intersections	2
Backing	2.5
Service Stops	1.5
Lane Change	2
Passenger Assistance Training (Hands-On ADA Compliance Training)	4
Parking and Pick up Placement	2
Mobility Lift Use	2

Ride Right Driver Training Curriculum	
Behind-the-Wheel (BTW) Hours	
Final Evaluation	4
Classroom Total	40
Closed Course and Road Work Total	40
Total Driver Training Hours	80

Documentation for all training activities will be retained in each employee’s file in accordance with the program requirements. The City is welcome to audit the documentation at any time.

Ongoing Training

Ongoing training is an important component of Ride Right’s education program and training process. As such, all drivers will be required to attend three hours of retraining as part of their in-service training program every quarter. This training will take place each month and will review topics covered during initial training, including defensive driving and passenger assistance as well as operational issues and selected safety matters such as customer service tips, railroad crossing safety, and wheelchair securement.

Drivers will be reevaluated periodically in accordance to their hire date to ensure safe driving habits as well as proper licensure and credentials. At this time, First Aid and CPR certifications will be verified to ensure they are not close to expiring. If they are close to expiration, measures will be taken to renew the certificates.



Evaluations

As noted above, drivers must be periodically evaluated by a qualified instructor, including in-service evaluations (ride alongs) that are documented on the Ride Right Driver Evaluation Sheet. The General Manager will conduct the evaluations and monitor the following areas:

1. Pre-trip inspection
2. Brake use
3. Defensive driving techniques
4. Following distance and space cushion driving
5. Acceleration, braking, and stopping distance
6. Lane use, lane change, and passing
7. Left and right turns
8. Does the driver slow to five miles per hour during turns?
9. Intersections
10. Does the driver know the four rules of intersections?
11. Does the driver cover the brake?
12. Does the driver “rock and roll” before making turns?
13. Backing – Does the driver back the vehicle properly?
14. Rail road crossing – Is the proper procedure followed?
15. Hand position – Does the driver use proper hand position?
16. Boarding and discharge – Does the driver position the vehicle safely?

Also at this time, medical certificates and Driver's Licenses will be checked to ensure all documentation is in good standing.

Dispatcher/scheduler Training

Dispatcher/schedulers are crucial parts of a successful transportation program as they manage and monitor performance, bridging the gap between Conroe Connection and its passengers.

Because we understand the importance of these positions, we focus on the hiring and retention of effective individuals. Ride Right trains and empowers these individuals to act in the best interest of the City, problem-solve, and resolve conflicts. Our thorough training program instructs our staff to strike the appropriate balance between customer service and efficiency for pre-scheduling and ensure that day-of-service decisions are made with safety and efficient operations in mind.

It is Ride Right's policy to have employees conducting dispatch and scheduling activities complete the classroom portion of driver training as outlined in the tables above. Additionally, they will receive training on the topics included in **Figure 7**. Following this training, the dispatcher/scheduler will receive training on Mobilitat's Easy Rides software, and spend approximately one week in hands-on dispatching activities.

Dispatch and Scheduling Training Curriculum		
Topic – Supervision	Topic – Leadership	Topic - Regulation
• Responsibilities	• Teamwork	• EEO
• Characteristics	• Communication	• ADA
• Ethics	• Decision Making	• OSHA
• Motivation Theory	• Report Writing	• Reasonable Suspicion
Topic - Safety	Topic – Service	Topic - Schedule
• Collision Investigation	• Customer Service	• Service Standards
• Other Investigations	• Internal/External Customers	• On Time Performance
• Responding to Incidents	• Difficult Passengers	• Detours
• Evacuation Procedures	• Documentation	

Figure 7: Dispatch and Scheduling Training. In addition to the driver classroom training, the dispatcher/scheduler will be trained on these topics.

Supervisor Training

A highly competent supervisor is skilled at both staff management and business operations.

Management staff is provided various training opportunities, which include:

- A Supervisor Training Guide for new managers serves as a reference
- Web-based online video training through the Ride Right Training Center provides over 600 resources including leadership, management and supervision, coaching and

counseling employees, team building, ethics, harassment, and various other human resources topics

- In-depth orientation and ongoing one-on-one coaching and mentoring by the individual's immediate supervisor/manager
- Minimum of two hours Reasonable Suspicion Training
- Two hours of Sexual Harassment Prevention Training every two years
- Drug and alcohol training that meets federal DOT standards

Sensitivity Training

Ride Right trains each staff member to treat passengers with empathy, dignity, and respect.

This emphasis has led to a satisfied ridership across our book of business. We have unique insight into ADA training as a result of our affiliate's (MTM) experience performing ADA eligibility certifications for TriMet in Portland, Oregon; the City of Colorado Springs, Colorado; and for the City of Raleigh in North Carolina. Our leadership staff has extensive experience and industry awareness to ensure complete understanding of and compliance with ADA standards.

“*Ride Right treats everybody with respect, and the employees remember their passengers and are very friendly.*”

Ryane, V-Line passenger,
City of Valparaiso, Indiana

Ride Right's staff will treat passengers with respect and due consideration for their privacy.

Included in Ride Right's education and training requirements for all staff is a focus on etiquette—how to treat and interact with passengers, inclusive of sensitivity to their needs and

medical conditions, confidentiality of information, and overall basic politeness. We recognize the critical importance of this behavior and we investigate any reported deviance from this understood and expected conduct. We then follow up with appropriate disciplinary action.

Ride Right's Human Resources department has a series of online video courses that augment on-site training for each employee. These courses, which all new employees are required to complete, deal specifically with sensitivity issues, particularly relating to individuals with disabilities. Included in these courses are the following subjects:

- Compliance is Just the Beginning: Three Steps to Ethical Decisions
- Removing Barriers to Healthcare
- Sensitivity Training: People With Disabilities
- M.E.E.T. on Common Ground: Speaking Up for Respect in the Workplace
- Sensitivity Training for Teamwork



For the Conroe Connection program, Senior Director of Safety and Training Chris Leighty will work with General Manager Bill Downey to tailor Ride Right's sensitivity training to the Conroe Connection service area. Sensitivity training will ensure Ride Right staff are always sensitive to

the needs of people using the service regardless of their disability, sexual orientation, cultural background, religion, race, and age.

Ongoing and Refresher Training

Ongoing and refresher training will be provided to all Ride Right staff as necessary. Refresher training will include the use of scheduling and dispatch system, customer service skills, disability awareness, changes and updates to City policy, and safety awareness. Training schedules and agendas will be provided to the City prior to training and all training will be documented in each employee's file.

US DOT Drug and Alcohol Plan

Ride Right has a drug and alcohol plan, provided in **Appendix F** to this tab, in place that complies with all DOT regulations and the City's policy. Ride Right will comply with the final rules for drug and alcohol testing and training programs published by the DOT on February 15, 1994, and all amendments (e.g., CFR 49 Part 40; CFR 49 Part 655; FTA Drug Free Workplace Act, etc.). Upon contract award, we will consult with the City to select a certified laboratory, substance abuse professional, or Medical Review Officer to use for the execution of our plan in Conroe. Ride Right will not begin operation until the City has reviewed and approved our drug and alcohol plan. Our Senior Director of Safety and Training/Drug and Alcohol Compliance Program Manager, Chris Leighty, will monitor and enforce our compliance to the plan throughout the term of the contract.

The goal of our drug and alcohol plan is to balance our respect for individuals and their right to privacy with the need to maintain a safe, productive work environment. The intent of our plan is to show that our company supports a drug-free workplace, and to send a clear message that drug and alcohol use in the workplace is incompatible with employment at our company. The plan covers actions, which may be taken against the employee.

To ensure understanding with Ride Right's zero-tolerance stance, we provide each employee a copy of the drug and alcohol plan. They are then required to certify that they received a copy of the plan and that they fully understand the actions that may be taken against them in the event of violation. Acknowledgement of understanding will be placed in the employee's file.

Performing Drug Screenings

During the pre-employment process, all safety sensitive employees must submit to a drug screening performed by a professional third party at a local facility. Our drug and alcohol policy includes zero tolerance for positive results; employees with a confirmed positive drug or alcohol test will not be allowed to perform work under our contract with the City, and drivers testing positive will not be allowed to transport passengers. In addition to initial screenings, we perform random screenings, suspicion-based tests, and post-accident tests to ensure continual compliance.

Custody and Control of Results

Ride Right maintains complete and accurate records for all aspects of our operation, including drug screenings. Employee test results will be kept in their file with our Human Resources department, and driver results will be stored within our controlled transportation provider database. City staff and other authorized parties are welcome to view screening results as requested.

Vehicle Maintenance and Records Management

At Ride Right, we take pride in the care of the vehicles we operate, and keep them in superior mechanical condition to maximize their longevity. Properly maintained vehicles will increase road performance statistics, reduce breakdowns and road calls, and contribute to the successful operation of Conroe Connection. Because the vehicles are brand new, the fleet is small, and a back-up vehicle is available at all times, Ride Right proposes subcontracting maintenance to Saxon Fleet Services, Inc. out of Houston, Texas. We will contract with this vendor for preventative and corrective maintenance on Conroe Connection vehicles. We will ensure that vehicles are maintained properly, repairs are completed in a timely manner, and that the program remains in accordance with the requirements of the RFP and the Texas Department of Transportation.

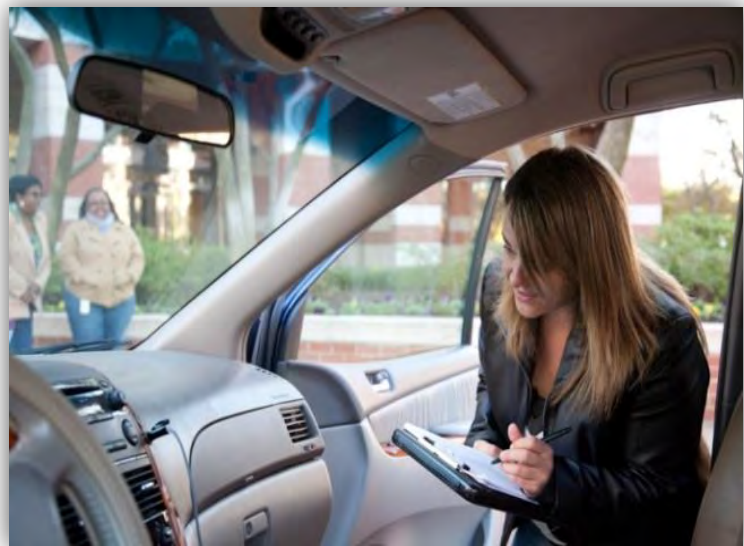
Pre- and Post- Trip Inspections

To ensure every vehicle meets all applicable state and federal laws for commercial vehicles carrying passengers in the Conroe Connection service area, Ride Right will perform the

inspections as outlined below. Prior to start-up, we will submit to the City our Daily Vehicle Inspection (DVI) form, our monthly safety inspection checklist, cleaning checklist, and any other applicable reports for review and approval. All inspection documentation will be retained in compliance with FTA and National Transit Database (NTD) reporting requirements.

Daily Pre-Trip Inspections

At the start of the day, every vehicle undergoes a daily Pre-Trip Inspection. We believe it is everyone's responsibility to maintain the appearance and serviceability of each vehicle in the Conroe Connection fleet.



Drivers are trained to recognize symptoms of maintenance issues and are required to perform a Pre-Trip Inspection and record his/her findings on the DVI form, included in our Maintenance Manual in **Appendix G** to this tab. Drivers are required to sign and date the form noting whether or not a defect was found. The Pre-Trip Inspection includes a walk-around visual inspection, a full cycle check of lift and/or ramp, and interlock function, and a written check of the items on the DVI form.

Before beginning service each day, the driver is given 15 minutes to inspect the following items:

- Turn signals and emergency flashers
- Headlights, on both high and low beams
- Brake, tail, and back-up lights
- Interior lights
- Windshield wipers
- Door and window operation
- Horn
- Brakes (foot and hand) and brake fluid
- Oil level and pressure
- Fare collection equipment
- Mirrors
- Wheelchair lift or ramp, tie downs
- Steering
- Radio system (to and from dispatch)
- Heater(s) and defroster
- Air conditioning system
- Safety equipment
- Cleanliness, interior and exterior
- Amount of fuel and other fluid levels
- Tires (inflation and tread wear)
- Battery fluid, cables, and corrosion
- Vault pulling and replacement
- Sufficient supply of receipt books and paratransit transfer tickets
- Kings Map book in vehicle

In the event a defect is found, the driver will record his/her findings on the DVI form and will then notify his/her immediate supervisor. General Manager Bill Downey will review all DVI forms on a daily basis to prioritize defects and ensure issues are quickly addressed. Defective vehicles will be removed from service until the vehicle has been repaired. All vehicles are to be properly maintained, fully operable, body damage free, road worthy, and clean while in service. The City will have immediate and unrestricted access to daily inspection records during normal business hours.

Post-Trip Inspections

Once the vehicle is out of service for the day, the driver will record the mileage and usage of fuel and oil. The driver will check for fuel leaks, missing gas caps, oil leaks, and radiator and cooling system leaks. The driver also checks the fluids for automatic transmission, brakes, coolant and windshield washing solvent, and inspects the first aid and accident kit.

Preventative Maintenance

The City will benefit from Ride Right's preventive maintenance program for all Conroe Connection fleet vehicles. Ride Right's program is based on industry best practices, and will meet or exceed original equipment manufacturer specifications, and the requirements and standards of the Texas and United States Departments of Transportation. Ride Right's Maintenance Manual, provided in **Appendix G** to this tab, will be amended upon contract award to meet all Conroe Connection requirements and will be provided to the City for approval prior to the start of service.

As demonstrated in our manual, Ride Right's program is rigorous and ensures all necessary defects are identified and repaired in a timely manner. Additionally, our daily visual inspections minimize downtime by proactively addressing any situations in which the operation, safety, or appearance of a vehicle may be compromised. Our goal is to have all vehicles available for service at all times.

Below is an outline of Ride Right's general preventative maintenance schedule, based on 6,000 or three-month intervals, for vehicles, which will be amended upon award as the City deems necessary. We will cooperate fully with any inspections from the City or other related and authorized entity throughout the term of the contract.

Every 6,000 Miles

- Inspect front and rear airbag
- Change engine oil and replace oil filter
- Inspect wheelchair lift/ramp
- Inspect heater and A/C and replace filter
- Inspect brakes
- Battery service
- Pressure test cooling system
- Interior cleaning

Every 12,000 Miles

- Change engine oil and replace oil filter
- Replace fuel filter
- Replace transmission oil
- Replace air filter
- Lubrication
- Inspect all safety items
- Replace transmission filter
- Battery wash

Every 24,000 Miles

- Change engine oil and replace oil filter
- Replace fuel filter
- Detailed inspection of all vehicle systems
- Vehicle tune-up
- Lubrication
- Inspect all safety items
- Inspect wheelchair lift/ramp
- Replace transmission oil
- Engine and transmission oil analysis

Major Repair and Body Damage

Due to the complex and specific nature of most major repairs, Ride Right contracts for body damage and major repair. Upon contract award, Ride Right will work with the City to identify and contract with the City's recommended repair facility. The General Manager will ensure that repairs and replacements are made in a timely manner, including any warranty work and that parts used meet or exceed original equipment manufacturer specifications.

Warranty Work

Ride Right will obtain warranty work from the dealership and notify the City when any warranty work is requested. Further, General Manager Bill Downey will provide the City with the dealership performing warranty work and the cost of the work if it was not covered by the warranty.

ADA Equipment

Each vehicle equipped with a lift will be thoroughly inspected for safety daily. The bridge hinge and lift will be cleaned of all dirt and debris using compressed air. All components of the lift will then be lubricated using penetrating oil specified by the lift manufacturer as appropriate for use. The fluid level in the lift reservoir will be checked and both manual and electrical operation will be tested to ensure proper functioning and that the securement belts are intact and functioning. The inspection will also ensure that the manual lift handle is in its proper place and the interlock and warning alarm are operating properly.

Vehicle Maintenance Record Management

Ride Right recognizes the amount of money that has been invested into purchasing new vehicles and we want to be good stewards of this investment by ensuring the proper maintenance and care of the Conroe Connection fleet. To monitor vehicle status, warranty requirements, inventory levels and controls of scheduled and unscheduled repair items, air conditioning, and wheelchair lift parts and materials, Ride Right will utilize specialized software from Ron Turley Associates (RTA) Fleet Management Software, as shown in **Figure 8**.

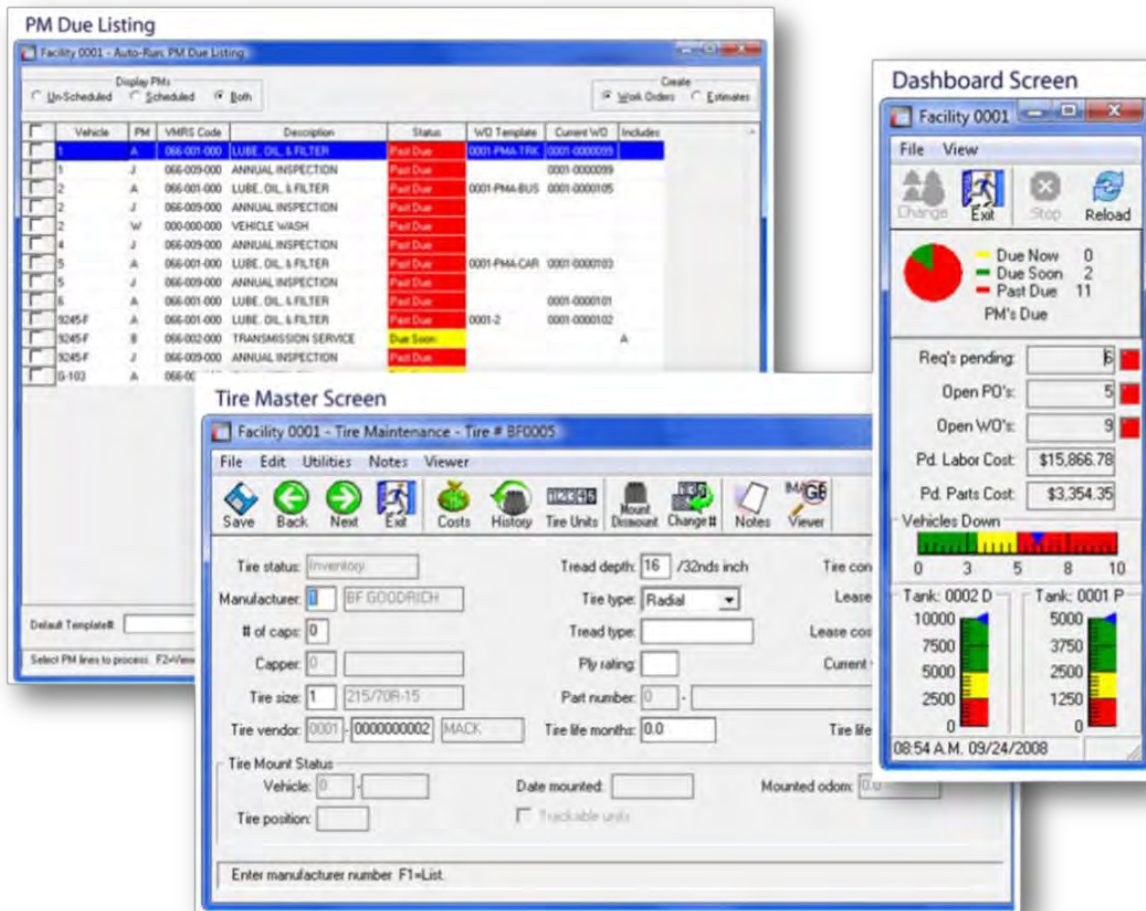


Figure 8 RTA Fleet Management Software. This screenshot demonstrates the fleet management software Ride Right utilizes across our book of business.

RTA Fleet Management Software is one of the most comprehensive software packages on the market. It is also highly customizable, with many user-definable features and options. Included are a full range of reporters which will provide the City with immediate feedback on fleet performance.

Ride Right's General Manager Bill Downey will monitor the RTA system and ensure that all repairs, inspections, and warranty work is performed as required. Once alerted that a vehicle is approaching a due date for scheduled maintenance, he will schedule that vehicle for service. General Manager Bill Downey will also use RTA to track registration and inspection expirations, and will notify the City 30 days prior to expiration.

Ride Right will maintain a vehicle file for each vehicle within the RTA Fleet Management Software that includes a complete maintenance and repair history, inspection, and licensing documentation. These records will be retained for the life of the contract and a copy of all maintenance records will be provided to the City upon contract completion.

RTA Fleet Management Software tracks a variety of fleet maintenance concerns, including:

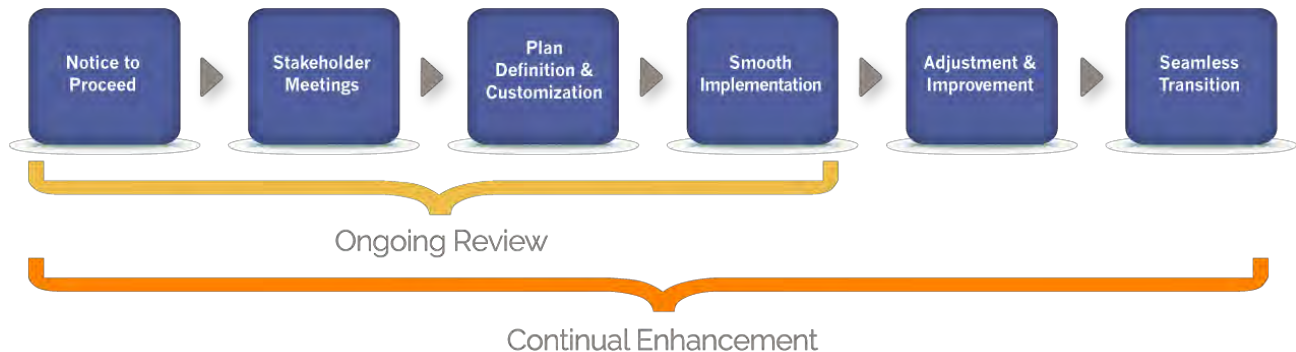
- Vehicle Costs
- Work Orders Billing/History
- Parts Inventory with Bar Coding
- Fueling
- Tire Management
- Mechanic Productivity
- PM Performance
- Purchasing Information
- Vendor Performance
- Tool Checkout
- Motor Pool Tracking
- Driver Interface and Reporting
- Vehicle Depreciation
- Asset Tracking

Service Implementation Plan

Respondent shall prepare a Service Implementation Plan based on City issuing a Notice to Proceed on December 12, 2014 and a Service start date of January 5, 2015. The Plan shall include milestones, critical tasks and a timeline for hiring personnel and acquiring any needed facilities and/or equipment.

Please find our proposed Service Implementation Plan, which outlines Ride Right’s proposed schedule for all start-up activities as required by the RFP, directly following this text. Upon contract award, Ride Right will work with the City to discuss any plan modifications that may need to occur. Throughout the life of the contract, General Manager Bill Downey will be an advocate for quality service and stakeholder satisfaction.

START-UP PLAN



Implementation Approach

Ride Right does not take a cookie cutter approach to managing transportation; we seek to customize each program to the exact needs of our clients and stakeholders to ensure a smooth and open implementation period. Using our proven start-up process depicted above as a template for transition give us a reliable foundation for start-up while accommodating contract-

specific circumstances. Ride Right will work closely with the City during implementation and throughout the life of the contract to ensure Conroe Connection passengers receive the highest quality of service and the program is operated in the best interest of the City at all times.

Ride Right does everything in our power to mitigate issues on the first few days of service and make the implementation as easy as possible. To do this, we provide additional temporary staff in the office as well as supplemental in-service drivers. By reducing the workload on each aspect of the operation, we create a heightened sense of service to Conroe Connection passengers and allow the learning curve to take place in a more relaxed environment, ensuring quality service from day one of operation.

Because of ever-changing circumstances during start-up, General Manager Bill Downey will hold a weekly timeline meeting to ensure we meet our goals and quickly recognize any plan changes that need to be made. All changes will be reviewed with the City staff to maintain a true partnership. To provide consistent service during implementation, Ride Right will ensure that every detail is identified and assigned to a specific team member. The constant presence of Ride Right staff and executives will ensure there is only a positive impact on the provision of service.

If there are benefits that can be instantly gained by modifying procedures that were inefficient, we correct them. If there are several areas requiring attention and improvement, we formulate a plan and roll out changes gradually with a focus on ensuring templates (if used) remain intact

and service levels remain high. When it comes to transportation functions, we utilize the time prior to implementation to train drivers, run mock manifests, and ensure that each driver is familiar with the neighborhoods and traffic patterns

Experience Implementing New Programs

Ride Right has experience implementing new programs such as the City's fixed route and ADA paratransit. As previously stated, in Perrysburg, Ohio we implemented a very similar three-vehicle fixed route and paratransit program from the ground up, including naming and creating a logo for the program, as well as producing marketing and outreach materials to educate residents on the new service. The program is still operating successfully under Ride Right's management.

We understand what it takes to not only implement a new transit operation, but to ensure it is successful and sustainable for years to come. Ride Right will walk the City step-by-step through the process of establishing, maintaining, and expanding the Conroe Connection program, lending our vast experience, resources, and tenured executive support along the way.

Successful Implementations

Ride Right's start-up on May 1, 2014 in Austin, Texas for Capital Metropolitan Transportation Authority (CMTA) depicts how our strong foundation of expertise and hands-on management allow us to overcome transitional issues swiftly. The first day of service, we experienced minimal issues such as communication difficulties due to new radios and console technology.



Ride Right identified these concerns, promptly notified CMTA, and rectified the problems by noon, resulting in visible improvements in service for the second half of the day.

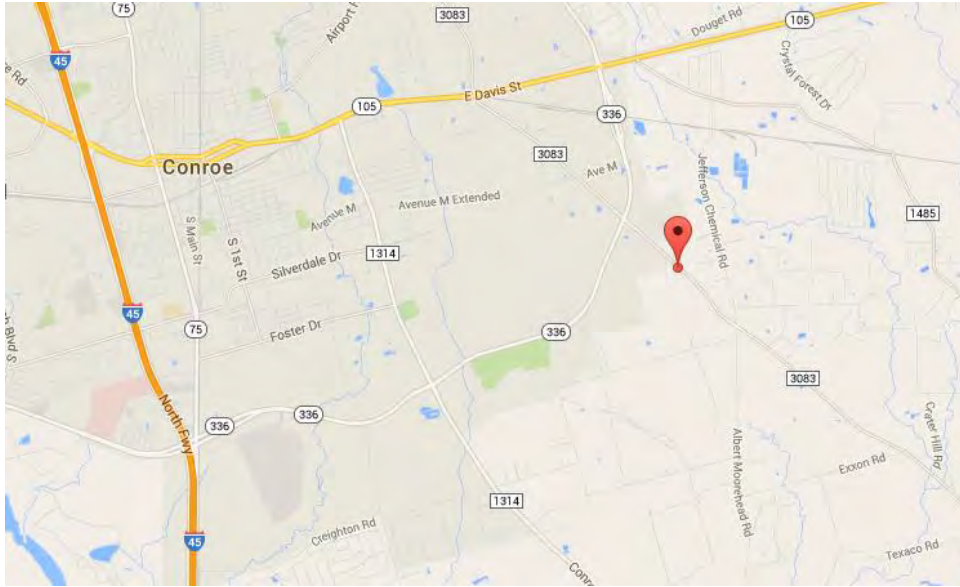
“ *What was most impressive to me was the commitment and dedication of Ride Right staff to stay overnight to make sure everything went well; I'm sure that you and your team were exhausted, but you stayed the course. I was pleasantly surprised to see Lynn Schantz, Pat McNiff, Chris Leighty, and the rest of your team working so hard for the start-up. My respect for your organization has grown as a result of the level of effort that was made to ensure that the start-up went well.* ”

Kenneth Harley, Public Transportation Manager,
Lake County, Florida Public Transportation Division

Another example of our successful start-up process is our start-up in Lake County, Florida that occurred on October 1, 2013. Ride Right's executive and local staff took over the offices from the incumbent at 10:00 p.m. and worked together through the night to print manifests and assign driver routes. The following morning we rolled out vehicles at four different locations with no missed or uncovered runs. This dedication of Ride Right employees is an attestation to our exceptional management approach and hands-on executive support that will be present in the start-up of the City's program.

Facility

For the operation of the City's fixed route and complementary ADA paratransit services, we propose to locate our facility at 11975 FM 3083, Conroe, Texas, featured below.



This facility offers 4,550 square feet of building space with approximately 800 square feet of covered outside work area. The facility sits on 0.98 acres, equipped with a gate-secured entrance. It is located half a mile east of Loop 336 on Highway 3083, offering easy access to I-45. More information on the facility can be found in **Appendix A** to this tab. Upon contract award, Ride Right will work with the City to determine the best use for the space and we will modify the facility to meet all contract requirements; the property owner is currently

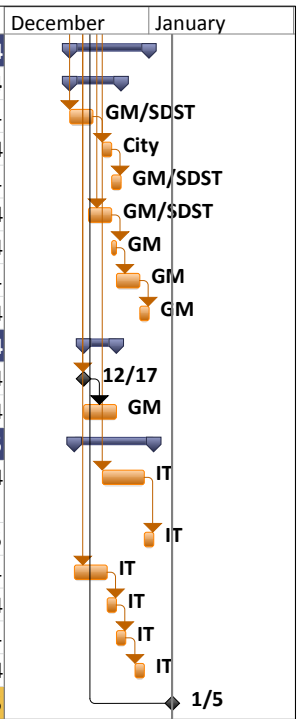
remodeling the facility with additional office space, ensuring the facility will meet the needs of service under this contract now, and in the future.

Ride Right will uphold the facility and all City-provided equipment to provide a positive reflection of Ride Right, the City, and Conroe Connection services. Ride Right understands that we are responsible for providing all furnishings and equipment necessary to operate the program out of this facility, including telephone service, vehicle communications capability, dispatching, and general office support functions to ensure prompt response times. We ensure the City that all equipment will be compliant with the City's requirements, as well as federal, state, and local regulations for safety and accessibility. The facility and equipment will be set up and ready to begin service on January 5, 2015, as demonstrated by our Implementation Plan.

ID	Task Name	Duration	Start	Finish	December	January
1	Conroe Implementation Plan	18 days	Thu 12/11/14	Mon 1/5/15		
2	Award date (estimated)	0 days	Thu 12/11/14	Thu 12/11/14	12/11	
3	PROJECT MANAGEMENT	18 days	Thu 12/11/14	Mon 1/5/15		
4	Develop work plan	2 days	Thu 12/11/14	Fri 12/12/14		
5	Draft and submit to the City	1 day	Thu 12/11/14	Thu 12/11/14	GM/RVP	
6	Review/approve work plan	1 day	Thu 12/11/14	Thu 12/11/14	City	
7	Finalize work plan and commence work	1 day	Fri 12/12/14	Fri 12/12/14	GM/RVP	
8	Conduct kickoff meeting	1 day	Mon 12/15/14	Mon 12/15/14	GM/RVP/City	
9	Conduct bi-weekly status meetings	11 days	Mon 12/22/14	Mon 1/5/15		
15	Obtain permits and licenses	15 days	Thu 12/11/14	Wed 12/31/14	Legal	
16	FACILITY	17 days	Thu 12/11/14	Fri 1/2/15		
17	Obtain facility	7 days	Thu 12/11/14	Fri 12/19/14	GM/RVP	
18	Refurbish/furnish facility	10 days	Mon 12/22/14	Fri 1/2/15	GM/RVP	
19	Move in	4 days	Mon 12/22/14	Thu 12/25/14	GM/RVP	
20	STAFFING	12 days	Tue 12/16/14	Wed 12/31/14		
21	Place employment ads	1 day	Tue 12/16/14	Tue 12/16/14	HR	
22	Prepare and print application materials	1 day	Tue 12/16/14	Tue 12/16/14	HR	
23	Review resumes	1 day	Wed 12/17/14	Wed 12/17/14	HR/GM	
24	Interview	1 day	Thu 12/18/14	Thu 12/18/14	HR/GM	
25	Conduct drug screening and physical testing	1 day	Fri 12/19/14	Fri 12/19/14	HR	
26	Conduct background checks, work history, criminal records check	1 day	Thu 12/18/14	Thu 12/18/14	HR	
27	Hire employees	2 days	Fri 12/19/14	Mon 12/22/14	HR/GM	
28	Establish personnel records	2 days	Tue 12/23/14	Wed 12/24/14	HR	
29	Enter employee data in HR Information System	2 days	Thu 12/25/14	Fri 12/26/14	HR	
30	Post EEOC, minimum wage, etc.	1 day	Mon 12/29/14	Mon 12/29/14	GM	
31	Order uniforms	1 day	Tue 12/23/14	Tue 12/23/14	GM	
32	Receive uniforms	1 day	Tue 12/30/14	Tue 12/30/14	GM	
33	Distribute uniforms	1 day	Wed 12/31/14	Wed 12/31/14	GM	
34	OPERATIONS	13 days	Tue 12/16/14	Thu 1/1/15		
35	Develop policies/protocols	3 days	Tue 12/16/14	Thu 12/18/14		
36	Draft and submit Daily Vehicle Inspection (DVI) form to the City	2 days	Tue 12/16/14	Wed 12/17/14	GM	
37	Review/approve DVI form	1 day	Thu 12/18/14	Thu 12/18/14	City	
38	Conduct and finalize driver shifts	5 days	Tue 12/23/14	Mon 12/29/14	GM	
39	Establish seniority list	3 days	Tue 12/30/14	Thu 1/1/15	GM	
40	Create staff schedules	3 days	Tue 12/23/14	Thu 12/25/14	GM	
41	TRAINING	18 days	Thu 12/11/14	Mon 1/5/15		
42	Develop training plan	3 days	Thu 12/11/14	Tue 12/16/14		
43	Draft and submit to the City	2 days	Thu 12/11/14	Fri 12/12/14	GM/SDST	
44	Review/approve	1 day	Fri 12/12/14	Mon 12/15/14	City	
45	Finalize plan	1 day	Mon 12/15/14	Tue 12/16/14	GM/SDST	
46	Driver training	10 days	Tue 12/23/14	Mon 1/5/15		
47	Classroom training	5 days	Tue 12/23/14	Mon 12/29/14	SDST	
48	Behind the Wheel training	5 days	Tue 12/30/14	Mon 1/5/15	SDST	

Project: Conroe Implementation P Date: Fri 11/21/14	Task		Inactive Summary	
	Split		Manual Task	
	Milestone		Duration-only	
	Summary		Manual Summary Rollup	
	Project Summary		Manual Summary	
	External Tasks		Start-only	
	External Milestone		Finish-only	
	Inactive Task		Deadline	
	Inactive Milestone		Progress	

ID	Task Name	Duration	Start	Finish	December	January
49	SAFETY	13 days	Mon 12/15/14	Wed 12/31/14		
50	Develop Safety System Program Plan (SSPP)	9 days	Mon 12/15/14	Thu 12/25/14		
51	Draft and submit to the City	5 days	Mon 12/15/14	Fri 12/19/14		
52	Review/approve	2 days	Mon 12/22/14	Tue 12/23/14		
53	Finalize plans	2 days	Wed 12/24/14	Thu 12/25/14		
54	Develop accident packets	3 days	Fri 12/19/14	Tue 12/23/14		
55	Post safety materials and procedures	1 day	Wed 12/24/14	Wed 12/24/14		
56	Establish safety award program	3 days	Thu 12/25/14	Mon 12/29/14		
57	Establish relations with local fire and police depts	2 days	Tue 12/30/14	Wed 12/31/14		
58	FLEET	5 days	Wed 12/17/14	Wed 12/24/14		
59	Receive vehicles	0 days	Wed 12/17/14	Wed 12/17/14		
60	Prepare revenue vehicles for service	5 days	Thu 12/18/14	Wed 12/24/14		
61	INFORMATION TECHNOLOGY	13 days	Tue 12/16/14	Thu 1/1/15		
62	Order/install IT (software, hardware, phones, PCs, radios)	7 days	Mon 12/22/14	Tue 12/30/14		
63	Acquire and build back office systems	2 days	Wed 12/31/14	Thu 1/1/15		
64	Develop IT policies/procedures	5 days	Tue 12/16/14	Mon 12/22/14		
65	Develop backup procedures	2 days	Tue 12/23/14	Wed 12/24/14		
66	Develop and document IT support manual	2 days	Thu 12/25/14	Fri 12/26/14		
67	Develop and document disaster recovery plan	2 days	Mon 12/29/14	Tue 12/30/14		
68	TRANSPORTATION SERVICES BEGIN	0 days	Mon 1/5/15	Mon 1/5/15		



Project: Conroe Implementation P Date: Fri 11/21/14	Task		Inactive Summary	
	Split		Manual Task	
	Milestone		Duration-only	
	Summary		Manual Summary Rollup	
	Project Summary		Manual Summary	
	External Tasks		Start-only	
	External Milestone		Finish-only	
	Inactive Task		Deadline	
	Inactive Milestone		Progress	

Price Proposal Form

We are pleased to provide pricing to The City of Conroe for operation of Conroe Connection's fixed route and complementary ADA paratransit service. We formulated our pricing based on information provided in the Request for Proposal (RFP) and the subsequently provided addenda. We made the following assumptions in developing our cost proposal:

- Gasoline prices used in this proposal are those reported in PADD3 for the week of 11/17/14
 - We priced gasoline based on the information provided in Amendment #5, although Part V Section 3.1 of the RFP instructed bidders to use **Diesel** PADD3 pricing, and the buses were described as diesel in the pre-bid meeting
- Facility maintenance is included in rent; therefore we did not include any "Non-Vehicle Maint."
- Due to the ambiguity of insurance requirements as addressed in Amendment #5, we included costs for both Automobile Liability and Physical Damage
- Depreciation is amortized over the first three years of the contract
- We request that the City consider renegotiating hourly rates if the ADA revenue hours are 15% different than the estimated 3,000 hour

We believe this contract is realistically priced, and we will operate the contract within these rates. Across the nation, we have demonstrated our ability to be creative and apply innovative solutions for clients; at the same time, we are mindful that high quality customer service is expected and ultimately is the most cost-effective solution. Our pricing reflects these targeted objectives.

Ride Right's management would welcome the opportunity to discuss the details of our pricing and make adjustments if appropriate.

Please find the required Exhibit M, Price Proposal Form on the following pages.

EXHIBIT M – PRICE PROPOSAL FORM

*Fixed Route Bus Service with
Americans with Disabilities Act Complementary Paratransit Service*

SOLICITATION #2014-8-21

PRICE PROPOSAL CERTIFICATION

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other Respondent and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that the Respondent has not violated the antitrust laws of the State, Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws.
- F. The individual signing this proposal certifies that he/she is a legal Agent of the Respondent, authorized to represent the Respondent, and is legally responsible for the offer with regard to supporting documentation and prices provided.

Ride Right, LLC
(Company Name)

Alaina Maciá
(Name of Authorized Agent – Printed)

16 Hawk Ridge Drive
(Street Address / P.O. Box)

Alaina Maciá
(Authorized Agent Signature)

Lake St. Louis, MO 63367
(City / State / Zip Code)

11/20/14
(Date)

PRICING

The unit price shall include all of the Contractor’s costs to provide Fixed Route Bus Service with Americans with Disabilities Act Complementary Paratransit Service including, but not limited to vehicle operations, maintenance, non-vehicle maintenance and general administration. The costs shall be split, by percentage of total cost, into each category. **Respondents may propose on one or both services.**

INITIAL SERVICE PRICING

1. Pricing, Base Period, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	\$ 9,966.95	\$ 358,810.20
	2	Variable Cost	Revenue Hour	18,000	\$ 33.97	\$ 611,460.00
Total Price Base Period, Fixed Route Service						\$ 970,270.20

Base Period, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
70%	7%	0%	23%

Pricing, Base Period, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	\$ 5,505.65	\$ 198,203.40
	2	Variable Cost	Revenue Hour	9,000	\$ 37.53	\$ 337,770.00
Total Price Base Period, ADA Paratransit Service						\$ 535,973.40

Base Period, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	6%	0%	21%

2. Pricing, Option #1, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	\$ 10,150.40	\$ 121,804.80
	2	Variable Cost	Revenue Hour	6,000	\$ 37.16	\$ 222,960.00
Total Price Option #1, Fixed Route Service						\$ 344,764.80

Option #1, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
69%	8%	0%	23%

Pricing, Option #1, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	\$ 5,608.41	\$ 67,300.92
	2	Variable Cost	Revenue Hour	3,000	\$ 41.06	\$ 123,180.00
Total Price Option #1, ADA Paratransit Service						\$ 190,480.92

Option #1, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
71%	8%	0%	21%

3. Pricing, Option #2, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	\$ 10,397.84	\$ 124,774.08
	2	Variable Cost	Revenue Hour	6,000	\$ 39.00	\$ 234,000.00
	Total Price Option #2, Fixed Route Service					\$ 358,774.08

Option #2, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
68%	10%	0%	22%

Pricing, Option #2, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	\$ 5,740.35	\$ 68,884.20
	2	Variable Cost	Revenue Hour	3,000	\$ 43.06	\$ 129,180.00
	Total Price Option #2, ADA Paratransit Service					\$ 198,064.20

Option #2, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
70%	9%	0%	21%

**For definitions, please see the National Transit Database webpage at:*

http://www.ntdprogram.gov/ntdprogram/pubs/ARM/2013/html/2013_Reporting_Manual_Table_of_Contents.html

SERVICE EXPANSION PRICING

1. Pricing, Base Period, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	\$ 11,310.67	\$ 407,184.12
	2	Variable Cost	Revenue Hour	18,000	\$ 65.28	\$ 1,175,040.00
	Total Price Base Period, Fixed Route Service					\$ 1,582,224.12

Base Period, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
75%	7%	0%	18%

Pricing, Base Period, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	\$ 6,401.21	\$ 230,443.56
	2	Variable Cost	Revenue Hour	9,000	\$ 73.89	\$ 665,010.00
	Total Price Base Period, ADA Paratransit Service					

Base Period, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
77%	6%	0%	17%

2. Pricing, Option #1, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	\$ 11,569.56	\$ 138,834.72
	2	Variable Cost	Revenue Hour	6,000	\$ 70.06	\$ 420,360.00
	Total Price Option #1, Fixed Route Service					

Option #1, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	8%	0%	18%

Pricing, Option #1, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	\$ 6,549.99	\$ 78,599.88
	2	Variable Cost	Revenue Hour	3,000	\$ 79.32	\$ 237,960.00
	Total Price Option #1, ADA Paratransit Service					

Option #1, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
76%	7%	0%	17%

3. Pricing, Option #2, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
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5	1	Fixed Cost	Month	12	\$ 11,855.21	\$142,262.52
	2	Variable Cost	Revenue Hour	6,000	\$ 72.86	\$437,160.00
	Total Price Option #2, Fixed Route Service					\$ 579,422.52

Option #2, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	9%	0%	18%

Pricing, Option #2, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	\$ 6,708.33	\$ 80,499.96
	2	Variable Cost	Revenue Hour	3,000	\$ 82.45	\$ 247,350.00
	Total Price Option #2, ADA Paratransit Service					\$ 327,849.96

Option #2, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
75%	8%	0%	16%

**For definitions, please see the National Transit Database webpage at:*

http://www.ntdprogram.gov/ntdprogram/pubs/ARM/2013/html/2013_Reporting_Manual_Table_of_Contents.html



November 19, 2014

The City of Conroe
300 W. Davis Street
Conroe, Texas 77305

Re: Ride Right, LLC. – Response to RFP
RFP # 2014-8-21

To whom it concern:

As the insurance broker for Ride Right, LLC we are responding to the above RFP specifications:

If Ride Right, LLC. is successfully awarded the RFP for The City of Conroe RFP # 2014-8-21, Lockton will administer the placement of insurance that substantially complies with the RFP.

Should you have any questions, please do not hesitate to call.

Sincerely,

Elizabeth M. Spink, CIC, BSN, RN

Elizabeth Spink, CIC, BSN, RN
Assistant Vice President
Account Executive
Lockton Companies
314-812-3229

**EXHIBIT G – RESPONDENT/CONTRACTOR PRE-AWARD
CERTIFICATIONS**

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor BEFORE the proposal is submitted. All certifications listed below follow this checklist.

Respondent/Contractor's Initials:

- | | |
|--|-----------|
| 1. Lobbying Certification | <u>AM</u> |
| 2. Suspension and Debarment Certification | <u>AM</u> |
| 3. Respondent/Contractor Certification | <u>AM</u> |
| 4. DBE and SBE Subcontractor Certification | <u>AM</u> |
| 5. Delinquent State Business Tax Certification | <u>AM</u> |

I HEREBY ATTEST THAT EXHIBIT D, FEDERAL AND STATE REQUIRED CONTRACT CLAUSES, WAS READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: 6/120/14

SIGNATURE: Alaina Macia'

NAME / TITLE: Alaina Maciá, President and CEO

RESPONDENT/
CONTRACTOR: Ride Right, LLC

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-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 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, Ride Right, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

DATE: 1/120/14

SIGNATURE: Alaina Macia'

NAME / TITLE: Alaina Maciá, President and CEO

RESPONDENT/
CONTRACTOR: Ride Right, LLC

SUSPENSION AND DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE: 11/20/14

SIGNATURE: Alaina Maciá

NAME / TITLE: Alaina Maciá, President and CEO

RESPONDENT/
CONTRACTOR: Ride Right, LLC

RESPONDENT/CONTRACTOR CERTIFICATION

Instructions: The Respondent/Contractor shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the bids/proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs or SBEs must complete Form 2, Subcontractor Letter of Intent, agreeing to the information listed herein.

RESPONDENT/ CONTRACTOR:

ETHNIC CODES

Ride Right, LLC

A) Black American B) Hispanic American C) Native American
D) Sub-continental Asian American E) Asian-Pacific American

PROJECT NAME: RFP NO. 2014-8-21

F) Non-Minority Women G) Other

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract
JCM & Associates (Blue Goose Uniforms)	Richard Crady 5443 E. Washington Blvd. Commerce, CA 90040 (800) 543-3732	Supply uniforms	DBE	B	14 yrs	\$2,286,216	.10%
Saxon Fleet Services	Jonathan Fogleman 3801 Jensen Dr. Houston, TX 77026 (713) 928-5707	Bus maintenance	DBE	C	30 yrs	\$5,000,000	2.63%

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED ON THIS PROJECT.

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the City. The Respondent/Contractor agrees to the terms of this schedule by signing below and submitting the **Form 4**, as completed by the DBE or SBE subcontractor(s).

Glenn Vacia
SIGNATURE OF AUTHORIZED REPRESENTATIVE

11/21/14
DATE

DBE AND SBE SUBCONTRACTOR CERTIFICATION

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Invitation for Bid (IFB) or Request for Proposal (RFP).

1. TO: (Respondent/ Contractor): Ride Right, LLC
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" supply uniforms or both)

_____ and at the following price \$ _____ and/or .10% % of the total contract amount (should be the same \$ or % found on **FORM 3** – Subcontractor Utilization).
4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that 0 % of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: 11/13/14 DBE/SBE FIRM: JCM; ASSOCIATES, INC
SIGNATURE: [Signature]
PRINT NAME: Richard Crady
PHONE NUMBER: 800-543-3732

DATE: 11/21/14 RESPONDENT/
CONTRACTOR: Ride Right, LLC
SIGNATURE: [Signature]
PRINT NAME: Alaina Macia
PHONE NUMBER: 636-561-5686

DBE AND SBE SUBCONTRACTOR CERTIFICATION

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Invitation for Bid (IFB) or Request for Proposal (RFP).

1. TO: (Respondent/ Contractor): Ride Right, LLC

2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" _____ or _____ both)
bus maintenance

_____ and at the following price \$ _____ and/or 2.63% % of the total contract amount (should be the same \$ or % found on **FORM 3** – Subcontractor Utilization).

4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that 0 % of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: 11/18/14 DBE/SBE FIRM: Saxon Fleet Services, Inc.
SIGNATURE: _____
PRINT NAME: Jonathan Fogleman
PHONE NUMBER: 713-928-5707

DATE: 11/21/14 RESPONDENT/
CONTRACTOR: Ride Right, LLC
SIGNATURE: Alaina Macia
PRINT NAME: Alaina Macia
PHONE NUMBER: 636-561-5686

DELINQUENT STATE BUSINESS TAX CERTIFICATION

All Respondents shall certify that Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: 11/20/14

SIGNATURE: Alaina Macia'

NAME / TITLE: Alaina Maciá, President and CEO

RESPONDENT/
CONTRACTOR: Ride Right, LLC

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

None

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Staina Nacia
Signature of person doing business with the governmental entity

11/20/14
Date

DBE/Subcontractor Support Documentation



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

August 16, 2012

Mr. Jose Cornejo, President
JCM & Associates, Inc.
5443 E. Washington Blvd.
Commerce, CA 90040

Dear Mr. Cornejo:

We are pleased to inform you that your application for our Disadvantaged Business Enterprise (DBE) Program has been approved. In accordance with 49 CFR 26, your firm is now certified as a DBE with the Texas Department of Transportation and the Texas Unified Certification Program (TUCP) and can now bid on federally assisted contracts statewide, as a DBE, in the following work function(s):

**Material Supply: Supply uniforms, corporate apparel, and safety/reflective apparel
Embroidery of company logos**
[NAICS code(s): 315999, 448190]

You are now advised that the percentage of DBE goal credit for Material Supply will depend on the method used on each particular project. If you do not alter the product or use your firm's storage facilities/distribution equipment, then the DBE goal credit will be reduced.

Federal regulations 49 CFR, Part 26 requires DBEs to provide, on the anniversary date of their certification, a no-change affidavit form and requested documents. You must submit a completed affidavit form and supporting documents each year, **beginning August 2013**, your anniversary month. The affidavit form will be mailed to you 60 days prior to that month. Please notify this office immediately of any changes in ownership, management control, or contact information (i.e. address or phone numbers). If you fail to comply with these requirements, you will be deemed to have failed to cooperate under 49 CFR, Part 26 Section 26.109 (c) which will initiate the decertification process of your firm as a DBE.

Your firm will be listed in this Department's TUCP DBE Directory. The website address is "<http://www.txdot.gov.htm>". It is your responsibility to ensure that the information in the directory is correct.

If your firm obtains a Federally-assisted contract with agencies in the Texas Unified Certification Program, your firm must perform a Commercially Useful Function (CUF) on the contract. A firm performs a CUF when it is responsible for the execution of the work

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

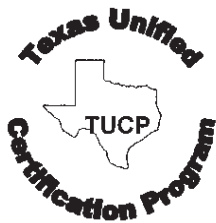
JCM & Associates

2

August 16, 2012

of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. A firm is also responsible for negotiating price, determining quality and quantity, ordering, paying for and installing (where applicable) the materials and supplies needed to accomplish the contract.

If we can be of further assistance regarding the DBE program or TUCP, please contact Mr. Emmitt Wilborn at 512/486-5533 and refer to VN 24130.



Sincerely,

A handwritten signature in black ink, appearing to read "C. B. Anyacho", is written over the typed name and title.

Benjamin Anyacho, MBA, Interim Director
DBE & SBE Programs Section
Office of Civil Rights

NOTE: The TUCP includes the City of Austin, Corpus Christi Regional Transportation Authority, City of Houston, North Central Texas Regional Certification Agency, and South Central Texas Regional Certification Agency.



Disadvantaged Business Enterprise Program

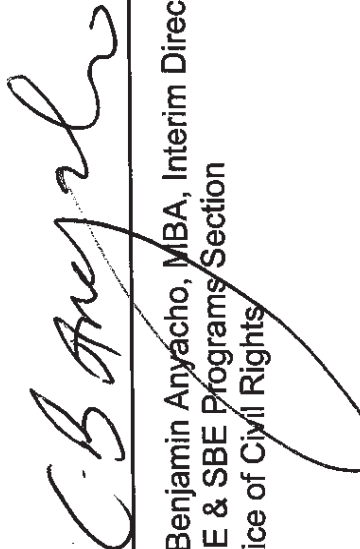
This certifies that the following listed firm is certified as a DBE in accordance with Federal Regulations 49 CFR, Part 26

JCM & ASSOCIATES, INC. (VN 24130)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory.

The TUCP Directory website is www.txdot.gov


C. Benjamin Anyacho, MBA, Interim Director
DBE & SBE Programs Section
Office of Civil Rights

JCM & Associates (Blue Goose Uniforms) References

Name of Project	
Description of work, dates	Supply Uniforms
Company	MV Transportation
Contact Name	Theresa Bihn
Title	Mgr.
Address	1230 N. Depot St. Sandusky OH 44870
Phone number	419-627-0740
Email Address	

Name of Project	
Description of work, dates	Supply Uniforms
Company	MV Transportation
Contact Name	Denita Fields
Title	Mgr.
Address	425 West 24th St. Ashtabula OH 44004
Phone number	440-992-4411
Email Address	

Name of Project	
Description of work, dates	Supply Uniforms
Company	First Transit
Contact Name	Dennis Green
Title	Mgr.
Address	1180 South Patton St., Xenia OH 45385
Phone number	937-374-6402
Email Address	

CITY OF HOUSTON

Office of Business Opportunity




Annise D.
Parker, Mayor

Saxon Fleet Services, Inc.

is duly certified as a

Disadvantaged Business Enterprise (DBE)

Certified Categories:

NAICS-811111: GENERAL AUTOMOTIVE REPAIR SHOPS

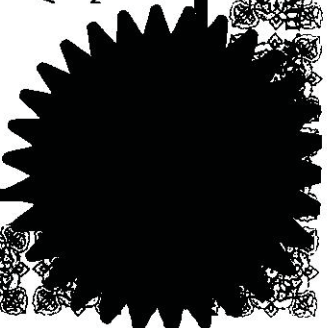
Certification Number: 14-2-11269

Anniversary Date:

January 31, 2015

Carreca D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.





CITY OF HOUSTON

Office of Business Opportunity

Annis D.
Parker, Mayor

Saxon Fleet Services, Inc.

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

NAICS-811111 GENERAL AUTOMOTIVE REPAIR SHOPS

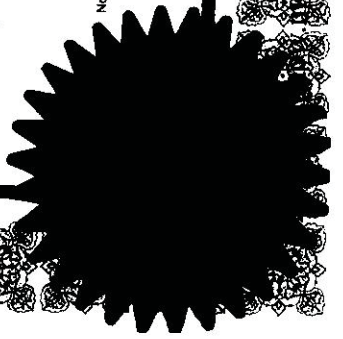
Certification Number: 14-2-11269

January 31, 2015
Anniversary Date

January 31, 2017
Expiration Date

Carleen D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MMBE program.



S U S A N
C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Houston Minority Supplier Development Council (HMSDC), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to remain certified with the HMSDC, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HMSDC in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HMSDC and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the HMSDC, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1760198787200
File/Vendor Number: 03287
Approval Date: 17-JUN-2014
Scheduled Expiration Date: 31-JUL-2015

In accordance with the Memorandum of Agreement between the
Houston Minority Supplier Development Council (HMSDC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

SAXON FLEET SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 22-SEP-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the HMSDC's program, you must immediately (within 30 days of such changes) notify the HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Saxon Fleet Services - References

Name of Project	Residual Transportation Services for Public Works
Description of work, dates	Transportation
Company	FCC Environmental
Contact Name	Clint Mikulencak
Title	Field Services Vice President
Address	4115 Oscar Nelson Jr Dr
Phone number	832-407-3709
Email Address	Clint.mikulencak@fccenviromental.com

Name of Project	Houston Rapid Transit
Description of work, dates	Design, Build, Finance
Company	Keiwit Construction/ Mass Electric Construction
Contact Name	John Bauer
Title	District Equipment Superintendent
Address	4790 Regent Blvd Irving, Tx 75063
Phone number	2147-241-2025
Email Address	jbauer@masselec.com



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NOVEMBER 13, 2014

Post a Solicitation (Bid, Proposal, or Notice)

Step 1: Create Account	Step 2: Post Solicitation	Step 3: Preview Solicitation	Step 4: Order Summary	Step 5: Finish
------------------------	---------------------------	------------------------------	-----------------------	----------------

Preview Solicitation

Disadvantaged Business Enterprise

Title: **DBE Subcontracting Opportunity**
Category: **Transportat**

[View more listings](#)

Sarah Beese

From: jfogleman@saxonfleet.com
Sent: Tuesday, November 18, 2014 11:58 AM
To: Sarah Beese
Subject: RE: DBE Subcontracting Opportunity
Attachments: Sub-contractor References - General.docx; RIDE RITE 11-18-14 001.jpg; RIDE RITE 11-18-14 002.jpg; RIDE RITE 11-18-14 003.jpg; RIDE RITE 11-18-14 004.jpg

Sarah please see attached completed forms per your previous email. We would like to thank you very much for reaching out to us for your City of Houston contract compliance. We look forward to speaking to you further to get a better idea of what your needs will be. If you have any questions please feel free to contact me. Thank you again and look forward to talking to you soon.

Jonathan Fogleman
Director of Operations
Saxon Fleet Services Inc.
713-928-5707
713-875-6626 Cell
713-928-9077 Fax



From: John Saxon [<mailto:john@saxonfleet.com>]
Sent: Thursday, November 13, 2014 11:06 AM
To: jfogleman@saxonfleet.com
Subject: FW: DBE Subcontracting Opportunity

John Saxon
President
Saxon Fleet Services
713-928-5707
713-9289077-Fax



From: Sarah Beese [<mailto:sbeese@mtm-inc.net>]
Sent: Wednesday, November 12, 2014 4:47 PM
To: john@saxonfleet.com
Subject: DBE Subcontracting Opportunity

Dear Mr. Saxon,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus maintenance** for the City provided bus fleet.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th:**

1. Completed and signed DBE and SBE Subcontractor Certification form (attached) – *Please leave prices and percentages blank*
2. Completed Sub-contractor References form (attached)
3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

This communication contains information that is confidential and is solely for the use of the intended recipient. It may contain information that is privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, please be advised that any disclosure, copying, distribution or unauthorized use of this communication is strictly prohibited. Please also notify MTM at 1-888-561-8747 and return the communication to the originating address.

Sarah Beese

From: Richard@bluegooseuniforms.com
Sent: Thursday, November 13, 2014 1:40 PM
To: Sarah Beese
Subject: RE: DBE Subcontracting Opportunity
Attachments: Ride Right-Texas.jpeg

Hi Sarah:

Attached is the form. Thanks for your support!

Richard Crady
Blue Goose Uniforms
JCM & Associates, Inc.
800-543-3732

From: Sarah Beese [<mailto:sbeese@mtm-inc.net>]
Sent: Thursday, November 13, 2014 11:15 AM
To: Richard@bluegooseuniforms.com
Subject: FW: DBE Subcontracting Opportunity

Good afternoon Richard, I hope all is well!

We (Ride Right) are bidding on a small contract with The City of Conroe, Texas for Fixed Route Bus Service with ADA Complementary Paratransit Service. We would like to list you as a DBE to provide uniforms for our drivers.

If this is something you are interested in, I will just need you to complete, sign and return the attached certification form. I believe we already have your Texas DBE certificate so I think we are good on that end.

Thanks again for your continued support!

Sarah Beese

Marketing Coordinator II, Ride Right, LLC
ph. 636.695.5713
16 Hawk Ridge Drive, Lake Saint Louis, MO 63367
www.ride-right.net

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Sarah Beese

From: Sarah Beese
Sent: Tuesday, November 18, 2014 11:21 AM
To: rgarcia@dhtire.com
Subject: DBE Subcontracting Opportunity - follow up
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Dear Mr. Garcia,

I wanted to follow up regarding the email I sent to you previously about a possible DBE subcontracting opportunity. If you have any interest in providing the below services, please provide me with the necessary paperwork no later than **tomorrow, November 19th by noon**. If you have any questions, please don't hesitate to contact me.

Thanks again,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

Phone: 636.695.5713 Fax: 636.561.2962

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

From: Sarah Beese
Sent: Wednesday, November 12, 2014 4:34 PM
To: 'rgarcia@dhtire.com'
Subject: DBE Subcontracting Opportunity

Dear Mr. Garcia,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus maintenance** for the City provided bus fleet.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th**:

1. Completed and signed DBE and SBE Subcontractor Certification form (attached) – *Please leave prices and percentages blank*
2. Completed Sub-contractor References form (attached)
3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

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To: 'rgarcia@dhtire.com'
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3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Sarah Beese
Sent: Tuesday, November 18, 2014 11:23 AM
To: curtisedward@att.net
Subject: DBE Subcontracting Opportunity - follow up
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Dear Mr. Curtis,

I wanted to follow up regarding the email I sent to you previously about a possible DBE subcontracting opportunity. If you have any interest in providing the below services, please provide me with the necessary paperwork no later than **tomorrow, November 19th by noon**. If you have any questions, please don't hesitate to contact me.

Thanks again,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC
Phone: 636.695.5713 Fax: 636.561.2962
16 Hawk Ridge Drive, Lake Saint Louis, MO 63367
www.ride-right.net

From: Sarah Beese
Sent: Wednesday, November 12, 2014 4:37 PM
To: 'curtisedward@att.net'
Subject: DBE Subcontracting Opportunity

Dear Mr. Curtis,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

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4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

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Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Sarah Beese
Sent: Wednesday, November 12, 2014 4:42 PM
To: 'haf@ev1.net'
Subject: DBE Subcontracting Opportunity
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Good Afternoon,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus maintenance** for the City provided bus fleet.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th:**

1. Completed and signed DBE and SBE Subcontractor Certification form (attached) – *Please leave prices and percentages blank*
2. Completed Sub-contractor References form (attached)
3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Sarah Beese
Sent: Wednesday, November 12, 2014 4:44 PM
To: 'ortega.automotive@gmail.com'
Subject: DBE Subcontracting Opportunity
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Dear Mr. Ortega,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus maintenance** for the City provided bus fleet.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th**:

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Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Sarah Beese
Sent: Wednesday, November 12, 2014 4:46 PM
To: 'remser97@aol.com'
Subject: DBE Subcontracting Opportunity
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Good afternoon,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

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If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th**:

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2. Completed Sub-contractor References form (attached)
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4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Patti Russell <prussell@championfs.com>
Sent: Thursday, November 13, 2014 2:56 PM
To: Sarah Beese
Subject: RE: DBE Subcontracting Opportunity

We are not able to provide this service. Thank you for the opportunity.

Patti Russell, President & CEO
817.715.4878 Office
817.485.1602 Fax



DBE/WBE/SBE/TxDOT/WOSB/HUB certified

From: Sarah Beese [<mailto:sbeese@mtm-inc.net>]
Sent: Thursday, November 13, 2014 11:07 AM
To: prussell@championfs.com
Subject: DBE Subcontracting Opportunity

Dear Ms. Russell,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus parts** for the City provided bus fleet on an as needed basis.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th**:

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2. Completed Sub-contractor References form (attached)
3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

This communication contains information that is confidential and is solely for the use of the intended recipient. It may contain information that is privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, please be advised that any disclosure, copying, distribution or unauthorized use of this communication is strictly prohibited. Please also notify MTM at 1-888-561-8747 and return the communication to the originating address.

Sarah Beese

From: Sarah Beese
Sent: Thursday, November 13, 2014 11:07 AM
To: 'prussell@championfs.com'
Subject: DBE Subcontracting Opportunity
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Dear Ms. Russell,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

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2. Completed Sub-contractor References form (attached)
3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Sarah Beese
Sent: Thursday, November 13, 2014 11:01 AM
To: 'edjr@autopartssolutionsinc.com'
Subject: DBE Subcontracting Opportunity
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Dear Mr. Brown,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus parts** for the City provided bus fleet on an as needed basis.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th:**

1. Completed and signed DBE and SBE Subcontractor Certification form (attached) – *Please leave prices and percentages blank*
2. Completed Sub-contractor References form (attached)
3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Sarah Beese
Sent: Thursday, November 13, 2014 10:59 AM
To: 'patricia@raptorsupply.com'
Subject: FW: DBE Subcontracting Opportunity
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Dear Ms. Amick,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus parts** for the City provided bus fleet on an as needed basis.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th**:

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2. Completed Sub-contractor References form (attached)
3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Sarah Beese
Sent: Thursday, November 13, 2014 1:27 PM
To: 'stanley@tkcenterprises.com'
Subject: DBE Subcontracting Opportunity
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Dear Mr. Tee,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus parts** for the City provided bus fleet on an as needed basis.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th:**

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2. Completed Sub-contractor References form (attached)
3. Description of the services you provide, and of your company (this can include an informational brochure or any other materials that give us information about your company)
4. Copies of DBE Certification documents

Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

Sarah Beese

From: Sarah Beese
Sent: Thursday, November 13, 2014 1:26 PM
To: 'edna@globelectric.com'
Subject: FW: DBE Subcontracting Opportunity
Attachments: 2014 Conroe, TX - Fixed Route with ADA Paratransit.pdf; DBE and SBE Subcontractor Certification.pdf; Sub-contractor References - General.docx

Dear Ms. Douadi,

Ride Right, LLC is bidding on a contract with The City of Conroe for Fixed Route Bus Service with ADA Complementary Paratransit Service. A copy of The City's Request for Proposal (RFP) is attached for your reference. If we are awarded the contact, Ride Right will hire local staff to carry out our responsibilities.

We are looking for a Disadvantaged Business Enterprise (DBE) currently certified under the Texas Unified Certification Program (TCUP) that is able to provide **bus parts** for the City provided bus fleet on an as needed basis.

If your firm is able to provide this service, kindly provide me with the following information no later than **Monday, November 17th**:

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Please feel free to contact me if you have any questions.

Thank you,

Sarah Beese

Marketing Coordinator II, Ride Right, LLC

ph. 636.695.5713

16 Hawk Ridge Drive, Lake Saint Louis, MO 63367

www.ride-right.net

William D. Downey

4449 Peach Grove • Tuscaloosa, AL 35405 • Cell: (253)-722-3147 • Phone: (205) 248-2966
Email: wwd1965@yahoo.com

Professional Background / Relevant Experience

First Transit, 2/2011 to Present

General Manager

- 7/2013 to Present – General Manager oversight, University of Alabama at Birmingham
- 2/2011 to Present – General Manager, University of Alabama

MV Transportation, 4/2009 to 9/2010 FT, 9/2010 to 2/2011

General Manager

- C-Tran with First Transit and MV Transportation
- Oversight of a 2.9 Million (annual) contract that operates fixed route and Paratransit services for residents of Cary, NC. Staff of 45 drivers, 3 dispatchers, 5 maintenance personnel, 4 admin staff, and 3 call takers. Besides responsibilities listed below I also did NTD reporting both monthly and annually for the Town of Cary.

First Transit (Laidlaw Transit), Multiple Locations, 7/2006 to 4/2009

General Manager

- 10/2008 to 3/2009 - Worked at the Seattle call center assisting with dispatch, filled in as the Interim General Manager in Concord, CA, which had 59 drivers, 4 maintenance staff, 5 admin staff, 4 dispatchers and 6 call takers, and filled in as the Interim General Manager for Imperial Valley Transit (El Centro, CA, under Eric Estell)
- 7/2006 to 10/2008 - General Manager for a \$6.2 million (annual) contract for Pierce Transit. Supervise all aspects of the paratransit services provided with 128 employees including 105 drivers, 7 maintenance personnel, classroom trainer, 12 staff, and 3 managers; 67 service vehicles and five support vehicles.
- Responsible for contract compliance and communication with the client.
- Work closely with Safety Manager monitoring all training and safety issues including new driver training.
- Monitor Operations Manager on dispatch issues, as well as road supervisor duties
- Supervised Maintenance Manager on vehicle and facility issues
- Attended monthly meetings with Pierce Transit on the status of our operation and any new goals that came up.
- Submitted monthly reports to Pierce Transit, which included: Invoices, Mileage, Accident reporting, and a breakdown of our DBE provider's hours.

MV Transportation, Grand Rapids, MI, 03/2006 to 04/2006

General Manager

- General Manager for \$4.68 million budgeted operation of The Rapid's Go! Bus and Pass service, as well as County Connection and Airporter services.
- Supervise a staff of 90 drivers and 5 dispatchers, staff of 5 and fleet of 74 buses.
- Main liaison between our client (ITP) and MV and was therefore responsible for contract compliance.
- Supervised payroll and scheduling.
- Monitored safety programs and maintenance systems.

MV Transportation, Holland, MI, 6/2005 to 03/2006

General Manager

- General Manager for the Macatawa Area Express operated by MV Transportation.
- Responsible for the overall operation of fixed route and paratransit system that included 26 vehicles and 40 full and part time drivers, 10 staff, and 2 maintenance personnel.
- Trained and developed a new Operations Manager

MV Transportation, Grand Rapids, MI 09/04/2004 to 6/17/2005

Operations Manager

- Operations Manager for The Rapid's Go! Bus and Pass service
- Supervised a staff of 90 drivers and 5 dispatchers.
- Main liaison between our client (ITP) and MV.
- Hired new drivers, conducted accident investigation, and responding to customer concerns.
- Supervised payroll and scheduling and maintained employee files.

MV Transportation, Asheville, NC, 07/01/2003 to 09/03/2004

Operations Manager

- Operations Manager for Mountain Mobility, Buncombe County's para-transit system, supervising a workforce of 52 drivers and dispatchers and tracked Maintenance for a fleet of 36 vans.
- Scheduled maintenance
- Handled the scheduling of drivers and dispatchers.
- Assisted with scheduling of routes, more precisely, cleaning up routes to make them run more efficiently, therefore reducing deadhead mileage and down time.
- Planned our one fixed bus route.

Mountain Mobility, Asheville, NC, 07/2002 to 06/30/03

Dispatcher/ Driver

- Answered incoming calls from passengers, answered questions about pick up, and drop off times using Route Match software.
- Assigned unscheduled trips and ensured all vans in fleet are running on schedule daily.
- Moved trips to accommodate overbooked vans, or added trips.
- Assisted in the training of new hires.

Education

American InterContinental University, Brookwood, IL

- Working towards Business Admin. Degree - Current GPA 4.0

Certifications

- TSI – Train the trainer course Nov. 2004 and Feb 2010
- MV -Most Valuable Partnerships -Attended 11/20/03
- Blood borne pathogens Instructor
- Basic accident investigation
- North Carolina DOT Paratransit scheduling and dispatch
- BTW Trainer certification
- CPR and Basic First Aid certification
- Passenger Sensitivity training
- Reasonable suspicion training

Patrick McNiff

Vice President of Operations



Career Summary

Ride Right, LLC, Lake St. Louis, MO, 2009 to Present

Vice President of Operations

Patrick provides oversight of Ride Right's operations and has been with Ride Right since its establishment in 2009. His responsibilities, in addition to managing Ride Right operations, include identifying new opportunities to expand paratransit operation. He also researches areas where paratransit could be utilized in current or future Ride Right or MTM operations to provide quality, cost effective, and efficient transportation. Patrick assists with the development of pricing for new contracts and helps locate public transit and paratransit opportunities that could benefit from Ride Rights's expertise in call center management and vehicle operations. Patrick has been crucial in developing partnerships with transportation providers to help leverage the synergies of combined operations to best meet the needs of the stakeholders and transit clients.

Laidlaw Transit Services/First Transit, Sherman Oaks, CA, 2001 to 2008

Area General Manager/Regional Vice President

As the Regional Vice President of Laidlaw Transit Services, Patrick managed Laidlaw's largest public transit contract in Orange County California, which consisted of over 350 buses and 500 employees. He successfully managed 33 contracts at 17 operating locations for Laidlaw's public transit division which included para-transit, fixed-route, commuter, university, and car rental shuttle operations. Patrick managed operations and annual budgeting responsibilities in excess of \$50 million. He had general oversight of operations, maintenance, marketing, safety and training. Patrick managed project personnel, coordinated and managed all start-up activities and assembled management teams. He reviewed and helped write proposals for existing and new business opportunities. He also served as the company's advocate at city council meetings, local and state regulatory agencies, and transit board meetings.

Laidlaw Transit Services, Scottsdale, AZ, 1999 to 2001

Area General Manager

As Area General Manager, Patrick was responsible for all aspects of Laidlaw's medical (Safe-Ride Services) and transit projects in several states including Arizona, New Mexico, Nevada, and Illinois. He provided oversight of combined annual revenues of more than \$40 million, 400 vehicles, and 700 employees. Patrick was responsible for service implementations including contract negotiation, staff hiring, leases, training, maintenance and operations, and administrative/billing coordination.

Patrick regularly worked with major clients including Value Options, AHCCCS, Indian Health Services (IHS) New Mexico Medicaid, and Medicare via HMO Salud, United Healthcare, Blue Cross, Regional Transportation Commission of Las Vegas, City of Phoenix, and City of Tucson. He managed all aspects of the operations including labor negotiations, customer relations, operations management, driver training, vehicle maintenance, safety programs, and financial management. While in this position, Patrick served as the customer's primary contact for the company and advocated for the company's position with regulatory agencies including AHCCCS, New Mexico Medicaid, and Colorado Medicaid.



Career Highlights:

Provides oversight of all operations within MTM, including new business opportunities, expansions, and partnerships

Accomplished manager of leading paratransit transportation provider operations

Experienced at labor negotiations, budgeting, and financial management of successful paratransit businesses

Ensures compliance to all regulatory agencies in contracted regions



Career Summary

First Transit, Houston, TX, 1997 to 1999
General Manager

As the General Manager of First Transit, Patrick managed 200 vehicles in their countywide paratransit system. He coordinated the pick-up and delivery of 2,200 disabled, elderly, and Alzheimer passengers per day utilizing 300+ employees. While serving in this role, Patrick received quarterly recognition for safety, on-time performance, and overall customer satisfaction. He managed operations to meet budgeted operational and financial goals and negotiated vendor agreements, leases, and contract extensions.

Laidlaw Transit Services, Van Nuys, CA, 1991 to 1997
Director of Operations

As Director of Operations, Patrick provided oversight of 18 Laidlaw's public and medical transportation operations with annual revenues in excess of \$30 million. He was responsible for marketing, start-up, contractual compliance, system analysis, financial operations, management development, contract negotiations, client liaison, budgeting, billing, and implementation of Laidlaw policies and procedures. His clients included the State of California (Medi-Cal), City of Alhambra, Sunline Transit Agency, City of Burbank, City of Redondo Beach, and the City of Los Angeles.

Education

Cypress College, Cypress, CA
Business Management and Marketing coursework

University of California Berkeley Extension, Berkeley, CA

George Mason University, Fairfax, VA
Transit Leadership Development Program

Additional Information

- American Public Transit Association, Salt Lake City, UT, Panelist
- National Association for Pupil Transportation Member
- Pancreatic Cancer Action Network Volunteer
- Gilbert Mercy Hospital Volunteer
- St. Vincent de Paul Society Member/Volunteer
- United Blood Services Volunteer
- Maricopa County Elections Department, Volunteer Marshal



Lynn Schantz

Regional Vice President



Career Summary

Ride Right, LLC

Regional Vice President, 2010 to Present

As the Regional Vice President, Lynn oversees all Ride Right operations, support departments, and transportation providers to ensure the most appropriate and cost-effective delivery of transportation services. He also acts as the internal liaison between Ride Right departments and the Client to ensure Ride Right is fully compliant with the requirements governing non-emergency transportation programs. Lynn evaluates program effectiveness and makes necessary changes to ensure quality in the delivery of services.

Program Director, Cincinnati, OH, 2009 to 2010

As the Program Director, Lynn led a team of direct and non-direct reports to ensure that business outcomes and contract goals were defined and met by Ride Right. He kept abreast of changes to transportation program rules, regulations, and policies, and worked with clients to acquire a good understanding of the local climate and issues pertaining to their transportation program. Lynn's hands-on approach to program directing ensured that all clients received personal, specified support. Lynn followed through with service issues, trouble shooting problems and concerns, complaints, and education in a timely and professional manner.

MV Transportation

Director of Administration, Silver Spring, MD, 2008 to 2009

As the Director of Administration for Washington Metropolitan Area Transit Authority (WMATA), Lynn provided overall management and direction of the transit system's fiscal, personnel, customer service, and administrative functions, evaluated program effectiveness, and made necessary changes to ensure quality and reliability in the delivery services.

Lynn directed such fiscal concerns as approving payment of bills, payroll, disbursements, monitoring budget and allocations, preparing and recommending annual budgets and resource management of a \$50,000,000 annual contract. He directed such personnel concerns as monitoring performance, training employees, interviewing staff, conducting periodic evaluations, and resolving problems, grievances, and personnel situations.

Lynn directed such management concerns as determining short, medium, and long range planning objectives, identifying trends, and analyzing, planning, and implementing rules, policies and programs based on State and Federal regulations and mandates.

General Manger, Elyria, OH, 2007 to 2008

While serving as the General Manager of Lorain County Transit in Elyria, Ohio, Lynn maintained financial oversight of all MV Northern Ohio transit locations. The Lorain County Transit program started as a three million dollar operation but budget cuts by the County forced the operating budget to two million dollars a year. Even with this reduction in funds, Lynn was still able to finish ahead of plan for the year.



Career Highlights:

Over 25 years providing customer service support management

Rewrote existing software and directed the manufacture of hardware so that patient information could be sent directly to the State of Ohio (the first time an independent corporation was successful in transferring data directly to the State via modem)

Experienced in providing short, medium, and long range planning objectives



Career Summary

General Manger, Ashtabula County, OH, 2005 to 2007

As the General Manager of the ACTS program for Ashtabula County, Lynn was responsible for the day-to-day operations and the oversight of the program. During his time as General Manager, Lynn helped create the Rider's Guide for the ACTS program. He also worked to promote bus advertising and worked with ACTS to implement and expand the transportation system by assisting in the development of the LakeTran connector. This provided a link to the LakeTran Park-n-Ride system allowing passengers to travel throughout Lake County and as far away as Cleveland, Ohio.

Mid-Ohio Transit Authority, Mt. Vernon, OH, 2003 to 2005

Administrator

As the Administrator, Lynn managed all financial and operational affairs of the Mid-Ohio Transit Authority. Some aspects of this position included maintaining the system's payroll, accounts receivable, and accounts payable systems, while also working toward automating the company's dispatch system. Lynn also focused his attention on applying for federal, state, and local operating and capital grants to provide further funding to the transit authority. Additionally, Lynn served as Secretary-Treasurer of the Board of Trustees of the regional transit authority.

Business Management Consultants, Bellville, OH, 2000 to 2003

Director of Operations

As the Director of Operations, Lynn built, installed, and configured new servers and related hardware using Active Directory. He provided multiple office network/system integration of the medical profession. He also managed patient tracking and insurance billing using Medisoft Software

Discover Financial, New Albany, OH, 1998 to 2000

IT Department Manager

Lynn was responsible for call center operations supporting U.S. customers in his position as the IT Department Manager. As the Department Manager, he managed a staff of 45 call center/help desk employees and was accountable for all departmental staff training and career development. Lynn was also responsible for meeting or exceeding customer service level agreement, the development of customer service and customer related systems and programs, and the evaluation and development of call center policies.

Tangent Computer Corporation, Burlingame, CA, 1995 to 1998

Regional Technical Support Manager

Lynn was responsible for the Information Technology call center, Quality Control, and Customer Satisfaction for a 25 state region as the Regional Technical Support Manger. Within the IT call center, he was responsible for training, supervising, and career development of all IT call center staff. He was also accountable for over 50 business-to-business rollouts for a turnkey installation. Lynn orchestrated and implemented the Eastern Regional on-site technical service organization for PC manufacturer generating \$150 million annually

Additional Information:

Ashtabula Goodwill Industries

- Board Member



Joey Hogan

Regional Vice President – East



Career Summary

Ride-Right, LLC, Lake St. Louis, MO, 2014 to Present
Regional Vice President – East

Joey works in collaboration with operations, support departments, and transportation providers to ensure the most appropriate and cost-effective delivery of transportation services. He also acts as the internal liaison between MTM departments and the Client to ensure MTM is fully compliant with the requirements governing non-emergency transportation programs. Joey leads a team of direct and non-direct reports to ensure that business outcomes and contract goals are defined and met by MTM. He keeps abreast of changes to NET program rules, regulations, and policies, and works with clients to acquire a good understanding of the local climate and issues pertaining to their NET program. Joey's hands-on approach to program directing ensures that all clients receive personal, specified support. Joey follows through with service issues, trouble shooting problems and concerns, complaints, and education in a timely and professional manner.

MV Transportation, San Leandro, CA, 2011 to 2014
General Manager, Director of Operations

Joey provided direct insight for almost 300 employees and a fleet of over 200 vehicles operating 13 revenue contracts consisting of paratransit, shuttles and fixed route with revenues of \$20 million dollars. He worked closely with labor relations to negotiate collective bargaining agreement that improves profitability, and allows the division to be more competitive while bidding on new contracts. Joey retained or extended \$60 million in contracts with eight government and private entities and increased East Bay Paratransit OTP from 90% to over 93% in the last three years. He implemented programs to improve rider satisfaction and driver safety including Drive Cam Recognition Program and increased profitability on multiple contracts through new run cutes, improved hiring practices lowering bad turnover, increased staff productivity and improved safety and maintenance practices.

MV Transportation, Anchorage, AK, 2007 to 2011
General Manager

Joey provided direct oversight for 90 employees and a 50-vehicle fleet, including all aspects of Operations, Financials, Safety, Scheduling, Maintenance, Medicaid Billing, Accounting, Business Development and Client Relationship Management. Worked closely with Municipality of Anchorage to creatively manage budget issues while maintaining profitability for the company, resulting in a two-year contract extension. He implemented a ticketless fare system that improved rider satisfaction and created a more efficient money handling system. Also, Joey implemented programs to improve rider satisfaction and driver safety, and increased focus on rider satisfaction. He negotiated a new collective bargaining agreement with the local Teamsters Union and maintained a zero grievances filed record since starting division in 2007.



Joey Hogan

Regional Vice President – East



Education

University of Louisville, Louisville, KY
Emphasis in Marketing

MV Transportation BMVP Graduate

Additional Information

DOT Drug and Alcohol Training for Supervisors

Smith System Training

Accident Investigation Training

Trapeze Training for Managers, Dispatchers and Schedulers



Chris C. Leighty

Senior Director of Safety and Training



Career Summary

Ride Right, LLC, Lake St. Louis, MO/Allegan, MI, 2011 to Present
Senior Director of Safety and Training

As the Senior Director of Safety and Training, Chris coordinates with the Vice President of Operations and local general/project managers to direct and meet all safety goals and directives, training objectives and compliance with local, State, and Federal regulations. Chris is particularly well qualified for this position, possessing more than 23 years of experience and knowledge in the operational, training, budget, safety, security, and management needs of a public transportation company. He has implemented numerous training programs throughout his career, and is currently one of 10 people in the nation teaching System Security and Supervisor Certification classes for the US Department of Transportation.

Interurban Transit Partnership – The Rapid, Grand Rapids, MI, 1989 to 2010
Transportation Manager, 2005 to May 2010

In this position, Chris ensured cost-effective operation of the Transportation Department by administering the operating budget. He managed and motivated department Supervisors and Drivers to ensure safe, reliable, customer friendly, high quality transportation and customer service to the community. Chris also handled grievances and applied creative solutions to Management/Union conflicts. He was the direct supervisor of 220 Drivers, 10 Transportation Supervisors and an Administrative Assistant. In this position, Chris investigated, reviewed and evaluated accidents for at fault determination. Also, he administered the FTA mandated drug and alcohol program and completed MIS reports. He served as the manager in charge of security operations for all building and facility security, security personnel and all security related assessments and programs.

Lead Supervisor, 2001 to 2002

As a Lead Supervisor for Interurban Transit Partnership, Chris scheduled department supervisors, and directed all department policy and activities to further Departmental and ITP goals. In his supervisor role, he oversaw 160 Drivers, 7 full-time and 2 part-time Department Supervisors and an Administrative Assistant. He assessed and evaluated accidents and incidents. He also, provided Transportation Department support to other ITP departments as needed to further ITP's success. Chris assisted with all additional Transportation Manager Duties as needed.

Transportation Supervisor, 1993 to 2005

Chris oversaw all safety of buses in service through daily monitoring. As Transportation Supervisor, he collected and filed safety and security information with federal agencies yearly. Chris also assessed accident damage, and reported claims. He assisted with driver route, policy and updated training as needed. While at Interurban Transit Partnership, Chris provided his expertise to ensure buses were on schedule, solved mechanical problems as well as farebox and module problems for buses on the road. He also acted as an ITP representative for creative problem solving with Grand Rapids Public Schools. Chris helped solve problems with other ITP Departments to benefit ITP's goals. He also helped with schedule or routing changes on new or existing routes. Chris discussed complaints with drivers and investigated them when prudent.



Career Highlights:

One of 10 people in the nation teaching System Security and Supervisor Certification classes for the US Department of Transportation.

More than 23 years of knowledge and experience working in the public transportation business

Received US DOT/TSI Transit System Security Design Review and Crime Prevention through Environmental Design certification



Career Summary

Road Supervisor / Dispatcher (Dual-Class), 1990 to 1993

As a Road Supervisor, Chris was in charge of making sure all work was filled and went out on time. He directed detours, filled vacancies due to illness, created driver's schedules and handled road reports of problems with buses and roads. In this role, Chris also utilized problem-solving skills to troubleshoot mechanical problems with busses on the road.

Bus Driver, 1989 to 1993

As a Bus Driver with Interurban Transit Partners, Chris provided customer service and ensured safe, courteous and timely transportation of passengers. He maintained a comprehensive knowledge of the geographic location in the service area.

Education

Odessa College, Odessa, TX

Mass Communication studies

Certifications

- Transit System Security Design Review
- Curbing Transit Employee Distracted Driving
- Center For Transportation Leadership
- Transit Executive
- Behavior Profiling (DISC)
- Drug and Alcohol Awareness for Supervisors
- Leadership 1, 2 and 3
- Management Survival Skills

Additional Information

US DOT/TSI Instructor

- Transit Supervisor Certification
- Transit System Security
- Reasonable Suspicion Drug and Alcohol Certification

US DOT/TSI

- Bus Accident Investigation
- Bus Collision Prevention and Investigation
- Fundamentals of Bus Collision Investigation
- Intermediate Problems in Bus Collision Investigation
- Crime Prevention Through Environmental Design
- Effectively Managing Transit Emergencies
- Coaching and Teambuilding

FTA/NTI

- Transit Operator Fatigue and Awareness



Alaina Maciá

President and Chief Executive Officer



Career Summary

Ride Right, LLC, Lake St. Louis, MO, 2009 to Present

President and Chief Executive Officer

Alaina serves as both President and CEO of Ride Right. In these capacities, she provides the vision, mission, and corporate values that make Ride Right a great company. She oversees all aspects of Ride Right including operations, technology, sales and marketing, human resources, legal, finance, and accounting. Along with the other owners, Alaina sets and directs the corporate strategy. Her focus is to build an organization based on the strengths of its underlying team of employees. Hiring and further training the best candidates in the market guarantees high satisfaction for Ride Right clients.

Alaina has recruited leaders in their industry to work at Ride Right and bring successful practices with them. She leads efforts to analyze and streamline current operational processes to enhance efficiency and scalability of operations.

Medical Transportation Management, Inc., Lake St. Louis, MO, 2003 to Present

President and Chief Executive Officer

At MTM, Alaina serves as both President and CEO. In this role, she provides the vision, mission, and corporate values that make MTM a great company. She oversees all aspects of MTM including operations, technology, sales and marketing, human resources, legal, finance, and accounting. Along with the Board of Directors, Alaina sets and directs the corporate strategy. Her focus is to build an organization based on the strengths of its underlying team of employees. Hiring and further training the best candidates in the market guarantees high satisfaction for MTM clients.

Among her successes, Alaina has successfully established new operations for the States of Minnesota, South Carolina, Kansas, and the District of Columbia. She has also grown MTM's clients, both government and Managed Care Organizations, in numerous counties around the country. Alaina has successfully communicated our corporate message of Helping People Access Healthcare through Quality Transportation Management.

Alaina's leadership doesn't stop there. She has consolidated operations from two locations into one new state-of-the-art corporate headquarters with a new Customer Service Center utilizing a Voice over Internet Protocol telephone system, bringing new efficiencies and cost savings to our clients. She has revamped the sales and marketing structure, resulting in greater effectiveness educating potential clients of the benefits of the brokerage model, through which sales and revenues have increased. She has focused on technology solutions with the greatest efficiency to better serve our clients, their members, and the providers who serve them, resulting in an increase in customer satisfaction.

Maritz, Inc., St. Louis, MO, 2002 to 2003

Marketing Strategist, Corporate Strategy, and Marketing Leadership Development Program

Alaina led a taskforce to complete a thorough assessment of Maritz' market position, relative to the pharmaceutical market based on product portfolio, market needs, and reputation in the sector. From this assessment, Alaina made the recommendation and implemented the reorganization of a portion of the direct sales force. As she suggested, Maritz's sales force decided to focus entirely on developing the pharmaceutical sector to establish ownership, exploit expertise, and increase coordination around the sector.



Career Highlights:

Recruited high quality senior executives Gary Richardson, CFO, and Patrick McNiff, VP of Paratransit Operations

Effective communicator of NEMT broker model

Creates transportation program solutions to meet unique community needs

Provides a clear vision for paratransit operations



Alaina Maciá

President and Chief Executive Officer



Career Summary

Mallinckrodt Institute of Radiology, Washington University Medical School,
St. Louis, MO, 2001 to 2002

Research Engineer

While at Mallinckrodt, Alaina maintained and programmed Zymark and Hudson robotic arms for the routine production of radiopharmaceuticals used for medical research and clinical practices. In her thoroughness, Alaina developed a new automation program using Visual Basic computer software for radioactive decay analysis, resulting in a 30% reduction in production costs.

She was then tasked with the design and building of an automated radiopharmaceutical processing unit to decrease radiation exposure to technicians. To complete this task, she researched the need for \$3 million clinical cyclotron and reviewed proposals from GE, EBCO, and IBA. Based on these proposals and results of her benefit cost analysis and profitability forecasting, she made a business recommendation.

Education

Olin School of Business, Washington University, St. Louis, MO

Master of Business Administration

- Emphasis in corporate strategy and finance.
- Member of Delta Gamma Sigma (top 20% of class)
- Selected for Washington University's Monsanto Corporate Finance/Strategy Practicum
- Recommended corporate financial strategy after Pharmacia's divestiture of Monsanto

School of Engineering and Applied Science, Washington University, St. Louis, MO

Bachelor of Science in Biological Engineering, emphasis in Environmental Engineering

- Missouri Bright Flight Scholarship and Academic Scholarship to Washington University

Additional Information

- Nominated and accepted by the United States Naval Academy (declined)
- Fluent in Spanish
- Recipient of St. Louis Business Journal's Thirty Under Thirty Award, July 2004
- Serves on the Development Board of St. Louis Children's Hospital
- Recipient of the St. Louis Business Journal's 40 Under 40 and Most Influential Business Woman awards





Maintenance Procedures Manual



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Introduction

The function of the maintenance plan is to provide a consistent systematic program that will enable Ride Right, LLC to properly maintain and service vehicles to meet or exceed the manufacture's recommended maintenance schedule. It is designed to keep vehicle repair and maintenance cost to a minimum. Good preventative maintenance requires accountability for specific roles and is a result of employees working together as a team. The following documents will establish Ride Right policies and procedures for carrying out the highest standards of service known in the transportation industry. Ride Right takes pride in the services they render, because *Every Ride is Important*.

Ride Right policy clearly requires that all vehicles being utilized in transportation operations will be maintained in accordance with policy and procedures set forth. All vehicles will be maintained properly and will be kept in a clean condition. Ride Right will require their staff to continually monitor their respective vehicles, and make the necessary repairs in a timely fashion meeting all Federal Department of Transportation, as well as all State, County, and Municipal regulations.

The policy and maintenance plan is a living document including schedules and reports which will be updated periodically to reflect changes in maintenance policies, equipment, and program improvements. It applies to all vehicles being utilized in Ride Right contracts whereby transportation is being provided throughout the United States by Ride Right.

Ride Right and its staff are available to answer any questions regarding maintenance procedures and reporting requirements. To reach Pat McNiff, VP of Paratransit Operations, call 888-561-8747.

Responsibilities of Ride Right

Ride Right has an established plan for maintenance of vehicles. This plan will be presented to any contracting entity whereby Ride Right is to provide transportation services. The General Manager and his/her designated staff person will be responsible for the maintenance plan as written, as well as servicing and maintenance procedures which have been established. The General Manager will verify that all vehicles' service and maintenance requirements are met in a timely manner, thus meeting all Federal Department Transportation and State FDOT regulations. Written forms spelling out the servicing and maintenance procedures requirements shall be the responsibility of the General Manager's staff to monitor and oversee that Ride Right vehicles are being adequately serviced and maintained. The following requirements are set forth and are to be followed:

- **Daily Servicing** - A visual inspection (DVI), checking all fluid levels
- **Record Keeping** - Ride Right has an established recording keeping system and maintains a complete history folder on its entire fleet of vehicles
- **Vehicle Maintenance** - A preventive maintenance program which is performed at regular intervals, needed maintenance, accident related repairs, and follow-up on any recall notices by the manufactures
- **Washing and Cleaning** - A scheduled washing plan and daily internal cleaning

Daily Servicing

A pre-pullout checklist that has been accepted by the Federal Department of Transportation and State Departments of Transportation shall be used by Ride Right on a daily basis. The pre-pullout checklist is included in **Attachment A**. The pre-pullout checklist commonly referred to as DVI (Driver's Visual Inspection) must be performed by the assigned driver of the vehicle before it leaves the garage or yard.

It is the responsibility of the assigned operator to perform a pre-pullout check of the vehicle s/he has been assigned before leaving the garage or yard, and before performing any delivery of service indicating the condition of the vehicle assigned.

The operator must inspect each and every item that appears on the designated form that Ride Right has chosen to use. The operator, while using the pre-pullout checklist, shall insert the numbers #1(satisfactory) or #3 (unsatisfactory) in each column on the pre-pullout checklist. In

event a defect is found, the operator shall then present the checklist that needs attention and report their findings to their immediate supervisor. The supervisor will make the decision as to whether or not the defect presents a potential safety hazard. Defects that are found to be a safety hazard must be removed from service and will not be placed back into service until the item requiring attention has been repaired.

Upon completion of the pre-pullout checklist, the operator shall sign and date the form accordingly, and then proceed to take the top copy and turn it into the proper individual as designated by Ride Right General Manager before the vehicle enters into service. The second copy of the pre-pullout checklist shall remain with the vehicle.

Fuel and Fluid Levels

Ride Right's designated staff person or operator will record the usage of fuel, oil, and mileage after the daily servicing of the vehicle. A Ride Right form will be provided that has been established for our record keeping system.

The designated person will be watchful for fuel leaks, missing gas caps, oil leaks, radiator, and cooling system leaks. They shall also check the other fluids such as automatic transmission, and brake and windshield solvent. If the designated person is the operator, then they shall be accountable for the entire task and will let their findings be known to the designated Ride Right management.

Record Keeping

In all contracts operated under contract by Ride Right for any Federal, State, County or City transportation services, Ride Right will maintain accurate records and files for all vehicles used in the service they provide. These records will be accessible and available to be reviewed by the agency. The availability of this information enables the agency to monitor the performance and serviceability of Ride Right vehicles.

Depending on the size of the fleet and the requirements of the agency, Ride Right will utilize specialized software from Ron Turley Associates or Fleet Focus, which ensures regular maintenance and record keeping is being properly maintained.

The aforementioned software will track a variety of maintenance concerns such as: vehicle costs, work orders/billing/history, parts inventory with bar coding, fueling, tire management, technician productivity, PM performance, purchasing information, vendor performance, tool checkout, motor pool tracking, driver interface and reporting, vehicle depreciation, and asset tracking.

Vehicle Maintenance

Preventive Maintenance

Preventive maintenance is a regularly scheduled maintenance service that has been established by Ride Right that follows all Federal Transportation and State FDOT's guidelines. Preventative maintenance also meets the requirements of vehicle manufacturers' specifications and guidelines. Ride Right guidelines ensure that inspection of each vehicle and its component parts, oil changes, lubricating and service repairs will be serviced on a regular basis. This assures that Ride Right vehicles are safe and dependable for servicing the needs of passengers.

The General Manager (GM) and his/her designated staff will be held accountable for ensuring a preventive maintenance program for all vehicles used in the transportation of Ride Right clients will be performed as follows:

Preventive Maintenance Inspection (PM)

A preventive maintenance inspection program commonly referred to as a PM, according to the guidelines set forth by Ride Right, shall be followed. Any deviation from these guidelines must be approved by Vice President of Paratransit Operation Pat McNiff.

A PM service shall be performed every 5,000 miles or every 3 months, whichever comes first. When a PM service is performed, the designated staff shall make sure that a PM inspection form has been filled out documenting that the PM or PMI (Preventive Maintenance Inspection) form had been performed and completed. This form is included in **Attachment B**.

At the 5,000 mile/3 month inspections, components that require changes at less frequent intervals are needed. The items needing fewer changes are located at the bottom on the PM report form. Each time a PM or PMI (Preventive Maintenance Inspection) form is used, the designated staff member will fill in the mileage and date of the last change. They will see that the maintenance staff performs the changes as they are needed.

The Ride Right GM will ensure that the necessary forms are used to document the performance of the preventive maintenance program, even if the work is contracted to an outside company. The forms and a complete set of instructions will be found at the back of this document.

If there are any questions concerning an item needing repair, the maintenance staff should refer to the appropriate vehicle manual for the correct maintenance procedure. All work performed either in house by Ride Right staff or contracted to an outside vendor will be performed in accordance to the manufacture's recommendations.

It must be clearly understood that a PM form is not a total list of all possible services that maybe required and at any time a system does not perform satisfactorily, the necessary work should be done immediately.

All maintenance forms and repair orders shall be maintained in the specific vehicle file and kept in a monthly folder. Each folder shall contain only the information relating to that specific numbered vehicle.

Interval Needed Maintenance

Preventive maintenance will minimize the need for emergency and unscheduled repairs. Ride Right has an established plan that will address these as needed repairs. Ride will also ensure that if the maintenance work is contracted out, the contractor clearly understands the need and is prepared to render the service.

Ride Right will ensure that repairs will be completed in an efficient and timely manner, eliminating out of service downtime on vehicles being operated. All PM and PMI forms will be signed by the specific individual(s) who have performed the repair of the vehicle.

Warranty Repairs

Ride Right acknowledges the importance that they and their maintenance staff understand the conditions of warranties on the vehicles in their fleet. It is the General Manager's responsibility to ensure that the maintenance staff is utilizing the authorized dealer for any item that is covered under warranty. Ride Right staff has been informed to refer to the manufacturer's warranty information provided, and to work closely with the manufacturer's representative, making sure all covered work is performed in a timely and effective manner.

Accident Repair

If any vehicle operated by Ride Right has been damaged by accident or vandalism, the operator involved must complete an accident/incident report. The report must then be given to his/her immediate supervisor immediately. The information of the accident or act of vandalism will then be forward to Ride Right's Senior Director of Safety and Training, Chris Leighty. Chris is reachable at 888-561-8747. There will be no work performed on any vehicle until the Ride Right General Manager has been informed by Chris that the work has been approved to be done to the damaged vehicle. Chris will also advise what action is to be taken on vandalism after reviewing the submitted incident report.

Safety Inspections

Ride Right will comply with any and all Federal Department Transportation, State FDOT, and County and City requirements calling for inspections of their vehicles. Where there is a need to subject their vehicles to inspections for the purpose of safety stickers, Ride Right will comply with the local regulations before putting their vehicles into service. If vehicles are found not to meet the standards established by the aforementioned entities, Ride Right will bring the vehicle into compliance immediately.

Leased Vehicles Short Term

Any vehicle leased by Ride Right for short term will be treated as if they were their own, and it will be seen that the vehicle(s) is subject to all of the aforementioned items.

Operational Bulletins

There will be times when bulletins will be issued by Ride Right's VP of Operations and Safety and Training Manager concerning the vehicles being operated in the fleets. Notices will be received by the General Manager at the facilities and will distribute copies to the staff concerning the received bulletins. The originals will be kept in separate binders for reference purposes, one being labeled maintenance bulletins and the other safety bulletins.

Instructions for using Daily Vehicle Inspection report (DVI)

The Daily Vehicle Inspection report (DVI) must be filled out by each operator prior to leaving the Ride Right facility or yard.

Each Ride Right operation will be trained on how to properly fill in the DVI and what to do with the inspection report findings upon completion of their inspection.

Beginning at the top of the form, the operator must fill in the vehicle number, date, operator's name, vehicle start miles, and start time of inspection.

Any item marked with the number #3 in a bold space means that the vehicle is unsatisfactory and this information must be brought to the attention of a supervisor immediately. When the operator indicates a vehicle is unsatisfactory and the supervisor approves this, the vehicle will be taken out of service and will remain out of service until the items has been repaired. The operator is required to sign the DVI report.

The copy indicating a vehicle is unsatisfactory will be presented to the immediate supervisor who then presents the copy to the Maintenance Department for repair. Upon completion of repairs by the Maintenance Department, the necessary information required will be signed off by the technician(s) performing the repair(s) and the Shop Manager.

During the course of the operator's work (suggested mid-day), the operator is required to do a walk around of their assigned vehicle verifying have been no incidents or accidents since signing the DVI before they left the Ride Right facility or yard.

At the conclusion of the day, the operator will enter the end miles and end time.

Ride Right Preventive Maintenance Program

At Ride Right, we take pride in the caring of the vehicles we operate. This care keeps vehicles in a superior mechanical condition, enabling Ride Right to obtain road performance statistics that eliminate road calls while passengers may be aboard the vehicle. A well maintained vehicle provides passengers with a worry free ride.

Our workforce will be trained on all aspects of Ride Right preventive maintenance program. They will also be trained on proper use of reporting forms, handling of hazardous waste materials, maintaining inventory, policies on how to become ASE certified, and how to keep the maintenance area accident and injury free.

In case of Ride Right's need to outsource the maintenance, the selected contracted vendor will be trained on how Ride Right wants maintenance performed on their vehicles and will follow the same preventive maintenance procedure as outlined in this manual.

During the PMI of a vehicle, the following categories will be checked out thoroughly by a technician: drive on inspection, interior circle inspection, exterior circle inspection, tire and wheel inspection, engine compartment inspection, battery inspection and service, under vehicle inspection, lubrication, road test, tune up, and wheelchair/lift inspections were applicable.

Preventive Maintenance Inspection (PMI)

Before presenting the PMI form to a technician or outside contracted vendor, the Maintenance Manager will fill in the top portion with the facility location, date, unit number, current mileage, and which PMI scheduled is to be performed: A, B or C. The Maintenance Manger will also inform the technician or outside vendor of anything that may warrant inspection or change. The PMI report is not a complete list of all possible services that may have to be performed on the vehicle, therefore it should be noted that if any system on the vehicle does not perform in a satisfactory manner, repairs will be done in a complete and timely manner.

The A, B, C inspections as outlined on the PMI form will be performed as follows:

- A: 5000 miles
- A: 10,000 miles
- B: 15,000 miles
- C: 20,000 miles
- A: 25,000 miles
- A: 30,000 miles
- B: 35,000 miles
- C: 40,000 miles

The above PMI intervals will continue to be utilized until the vehicle is no longer in Ride Right's fleet inventory. In a case where a vehicle has not traveled 6,000 miles in a three (3) month period, the vehicle will have a PMI performed at which ever scheduled A, B, or C is necessary.

The technician performing the PMI will place his/her initials in columns A, B or C if the item has been checked, repaired, and in satisfactory condition. If an item is not satisfactory, the technician will leave the appropriate column blank and notify the Maintenance Manager that the vehicle is unsatisfactory and should not be placed in service.

During the lift maintenance procedure, the technician will conduct his/her inspection in the following manner while wearing proper protective eyewear:

- Clean the bridge hinge and lift of all dirt and debris using compressed air
- Lubricate the lift and left components using a penetrating oil that the lift manufacturer has specified in their manual
- Check the fluid level in the lift reservoir, check the manual operation of the lift, make sure the manual lift handle is in its proper place, check the lift for normal operation electrically, and make sure to inspect the interlock and warning alarm to ensure they are operating properly
- Road test the vehicle to make sure everything is in working condition

The technician performing the scheduled PMI will secure all parts from inventory and indicate parts utilized on the Inventory Control Form (ICF). This form also requires the amount of oil, transmission fluid, coolant, Freon, and windshield solvent used during the required PMI to be filled out. Upon completion of the ICF, the technician will submit the signed off PMI and ICF forms to the Maintenance Manager for data entry to the Monthly Vehicle Report (MVR). The Maintenance Manager will then update the vehicle mileage maintenance board and place all documents related to the vehicle in the vehicle history folder.

Road Calls

Ride Right, having great concern for operating on-time delivery of service, will have a spare vehicle that has been pre-tripped and ready to transfer passengers if needed. In case of a breakdown, the operator will notify dispatch and maintenance advising them of the problem. If the problem is not resolved over the radio, a maintenance technician or staff person will drive the pre-tripped vehicle to the location of the breakdown. Upon arrival, all passengers will be placed on the newly arrived vehicle and proceed to their respective destinations. The technician will then proceed to see if the vehicle can be repaired at the scene, requesting tools or parts that may be needed or notifying the Maintenance Manager that a tow truck is needed. A repair order related to this incident will be drafted by the technician and submitted to the Maintenance Manager. The vehicle will not return to service until it has been repaired in a timely manner.

Washing and Cleaning

Ride Right is very concerned about the appearance of their vehicles. The outside of Ride Right vehicles will be washed a minimum of once a week, but if more frequent washing is needed, these adjustments will be made accordingly. The outside cleaning of the vehicle will consist of washing all exterior surfaces such as front, back, and both sides, washing wheels and fender wells, and making sure all windows, mirrors, headlights, and rear lights are clean. During this service, the step wells will be cleaned and mopped as well. The interior will be cleaned as follows: the floor will be mopped, and windows, seats, stanchions, and interior walls will be washed. During this cleaning, all graffiti will be removed. If graffiti is found or reported before the vehicle is due for cleaning, it will be removed immediately. The interior lights will be cleaned as well as the operator's area.

It is the responsibility of the operator to sweep out the interior and to remove trash on a daily basis. It will be the operator's responsibility to check for items that were left behind on the vehicle and turn found items into lost and found.

Waste Disposal Plan

All vehicle waste fluids and filters will be handled and disposed of in accordance with all laws and regulations. Ride Right will contract with the professional, nationwide vendor Safety-Kleen as the single source vendor. Safety-Kleen is well known for being environmentally sound in the

disposing of all fluid waste and filters. While waiting for the scheduled pick-up of waste materials, all fluid waste and filters will be kept in environmentally safe containers supplied by Safety-Kleen. It will be the responsibility of Safety-Kleen to transport, treat, and dispose of these materials to maximize established goals to recycle, reclaim, and reuse oils. Safety-Kleen is the largest provider of used oils refining and recycling in North America.

Maintenance Facility Safety Plan

Ride Right is committed to zero tolerance for injuries to our employees working in the maintenance facility. Ride Right has created a safety conscious culture by proactively identifying, controlling, and eliminating hazards in their maintenance facilities. By being proactive, injuries, accidents, and other losses are minimized.

Facility Inspections

Ride Right recognizes the fact that there is a need for a standardized Office & Shop Safety Inspection Checklist for use in inspecting facilities they operate from. This inspection checklist will be used as Ride Right standard throughout the United States; however it may be modified if and when modification is necessary. If any area is not in compliance, the area of non-compliance will be addressed and brought into compliance in a timely manner. The Ride Right Office & Shop Facility Safety Inspection Checklist is included in **Attachment C**.

Hazardous Materials Program

Ride Right is aware of the regulations to maintain a hazardous materials program that will ensure the protection of its employees, environment, and the communities in which we operate. Ride Right's manual addresses and conforms to OSHA, State, County, and Cities regulations. Because of these regulations vary, Ride Right will have a template manual that addresses each requirement. As an example, the Ride Right template manual covers the following:

- **Chapter 1 Introduction about Ride Right manual**
 - Vehicle maintenance and the environment
 - Ride Right's approach to environment protection
 - Who should use this manual?
 - The benefits of following data in this manual

- How to use the manual
- Whom to call for assistance
- Other sources of information

- **Chapter 2 Determining which regulations apply to Ride Right's shop**
 - OSHA (Occupational Safety and Health Administration) regulations
 - Classifying for fire and building service regulations
 - Classifying for Department of Transportation (DOT) regulations
 - Determining applicable water regulations
 - Determining applicable air regulations
 - Classifying the shop to determine its hazardous waste generator status

- **Chapter 3 Management requirements for hazardous materials and hazardous wastes**
 - Hazardous materials vs. hazardous waste
 - Purchasing and receiving products containing hazardous materials
 - Storing hazardous materials
 - Storing hazardous waste
 - Proper handling and shipping of hazardous wastes
 - Liability and choosing an environmental service company
 - Spill prevention and preparedness
 - In case of spill
 - What if Ride Right has a violation? Who is liable?

- **Chapter 4 Compliance requirements, waste prevention, and minimization strategies**
 - Aerosol containers
 - Hazards and rules
 - Antifreeze
 - Batteries (lead-acid)
 - Brake and clutch repair
 - Catalytic converters
 - Fluorescent light tubes and high intensity discharge lamps
 - Fuel and fuel filters
 - Metal parts
 - Oil and Oil filters

- Refrigerants/motor vehicle air conditioning service
 - Introduction to solvents
 - Aqueous based solvents and Petroleum based solvents
 - Sorbents
 - Tires
 - Wastewater from service bay drains
 - Wipes
 - General work area
 - General machinery and tool requirements
 - Grinding (abrasive wheel machinery)
 - Tow truck and other shop vehicles
 - Welding, cutting, and brazing oxygen and acetylene tanks
- **Chapter 5 Emergency plans, training, record keeping and reporting requirements**
 - OSHA hazard communication standard
 - Other OSHA PLANS
 - Resource Conservation and Recovery Act (RCRA) emergency plan
 - Record keeping
 - Reporting
 - Employee Training
- **Chapter 6 General responsibilities**
 - Postings
 - General work area
 - Personal protective equipment
 - Medical services
 - Machinery and tool requirements
 - Air compressor and compressed air
 - Hoist or cranes
 - Lifts
 - Fire protection and prevention
 - Miscellaneous

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Attachments

- Attachment A** Pre-Pullout Checklist and Daily Vehicle Inspection (DVI) Report
- Attachment B** Preventative Maintenance Inspection Form
- Attachment C** Facility Safety Inspection Checklist (Office and Shop)
- Attachment D** Vehicle Cleaning Checklist and Schedule

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Attachment A





DVI INSPECTION/PRE-PULLOUT CHECKLIST

Vehicle # _____

Date _____

Odometer _____

EXTERIOR

- _____ Tires properly inflated
- _____ Hoods and access panels secure
- _____ Mirrors secure
- _____ Fuel filler cap secure
- _____ Exterior is clean
- _____ Valid safety sticker
- _____ License plates in front and rear
- _____ Check fluid levels:
Oil _____, Coolant _____, Washer fluid _____

INTERIOR

- _____ Steps are clean and free of tripping hazards
- _____ Fire extinguisher seal intact
- _____ Inside engine access cover secure
- _____ Parking brake applied
- _____ Transmission selector lever in park position
- _____ Farebox and vault in place
- _____ Dashboard clean and clear of all debris
- _____ Box containing three emergency triangles

START ENGINE AND CHECK

- _____ Master switch
- _____ Warning lights
- _____ Driver fans

- _____ Windshield wipers and washers
- _____ Interior lights
- _____ Headlight "high beam" indicator
- _____ All lights and 4-way signals
- _____ Lift switch
- _____ Horn

UNBOARD BUS, THEN CHECK

- _____ All lights and signals
- _____ Operate lift through one cycle

RE-ENTER BUS AND CHECK

- _____ Seats and floor clean
- _____ Stanchion bars secure
- _____ Wheelchair restraints and seatbelts are functional
- _____ Roof hatches latched and secure
- _____ Overhead compartments secure
- _____ Open and close each emergency exit
- _____ Adjust seat
- _____ Check seatbelt
- _____ Check radio equipment for any physical damage
- _____ Check that radio is working properly
- _____ Adjust mirrors
- _____ Test stop brakes

_____ DRIVER'S INITIALS

DESCRIPTION OF DEFECTS & DAMAGE: _____

Attachment B





Vehicle No. _____ Date of Last Inspection _____
 Date Completed _____ Mileage at Last Inspection _____
 Mileage _____ DOT Due Date _____

Preventive Maintenance Inspection (PMI) Form

	O.K.	Repairs Made	Add'l Repairs Made		O.K.	Repairs Made	Add'l Repairs Made
INTERIOR				32. Torque all wheel studs			
1. Check & Lube operators seat & seatbelt				33. Clean battery & lighten cable ends			
2. Check horn				34. Clean A/C condensor			
3. Check steering wheel for excessive play				35. Check mud flap condition			
4. Check instrument panel lights & gauges				DESCRIPTION			
5. Check all seats				36. Check & repair all fuel, oil, coolant, transmission, & power steering leaks			
6. Check all mirrors				37. Check all fluid levels			
7. Check windshield wiper & washer operation				38. Inspect all hoses & clamps			
8. Check sun visor				39. Check exhaust system			
9. Check insurance decal & vehicle registration				40. Lube accelerator & transmission linkage			
10. Check step & floor coverings				41. Check alternator output			
11. Check door operation – all				42. Check motor mounts			
12. Lube all door locks, latches, & hinges				43. Check serpentine belt			
13. Check handrail & stanchions				44. Drain fuel separator			
14. Check fire extinguisher-gauge & tag				45. Check fan shroud			
15. Check all interior trims and panels				UNDERCARRIAGE			
16. Check all interior lighting & mountings				46. Inspect for any frame or cross member damage			
17. Check front and rear heater operation				47. Check brake lining –lines and hoses- brake test			
18. Inspect all restraint belts				48. Check ball joints			
19. Check all windows, latches, & rear optical lens				49. Check differential for leaks & strap condition			
20. Check emergency windows & roof hatch operation				50. Check all suspension components			
21. Clean A/C evaporator filter				51. Check all steering components			
22. Check front and rear A/C operation				52. Check fuel tank for leaks & strap condition			
23. Check emergency break operation & light				53. Check drive line			
24. Check reflector kit				54. Clean and grease all grease fittings			
25. Check shift/lock system				LIFT MAINTENANCE			
26. Check Echovision & back-up alarm system				55. Clean the bridge hinge			
EXTERIOR				56. Lube with penetrating oil as designated in the lift service manual			
27. Check all exterior lights and reflectors				57. Lube with multi-purpose grease as designated in the left service manual			
28. Inspect for body damage, report all				58. Check fluid manual			
29. Check & replace any worn or damaged tires				59. Check manual operation of lift			
30. Check & inflate tires to proper pressure				60. Check interlock & warning alarm			
31. Torque all axle studs							

FILTERS & FLUIDS	FILL IN DATE & MILEAGE OF LAST CHANGE		INDICATE CHANGES MADE DURING CURRENT PM
	DATE	MILEAGE	
61. Change engine oil & filter <input type="checkbox"/> 3,000 miles (6.5 & 7.3) <input type="checkbox"/> 5,000 miles (6.0)			
62a. Replace fuel filter – 6.0 & 7.3 turbo diesel 15,000 miles			
62b. Replace fuel filter – 6.5 turbo diesel 30,000 miles			
63. Check air intake system, change air filter – 15,000 miles			
64. Check radiator cap pressure – annually (10-30 psl)			
65a. Change coolant 6.0 & 7.3 turbo diesel Green – 30,000 miles. Consult maintenance schedule for required additives. Yellow – 100,000 miles. After initial, change every 50,000 miles.			
65b. Change coolant 6.5 turbo diesel – 150,000 miles (Dex cool)			
66a. Change trans fluid & filter – 6.0 & 7.3 – 30,000 miles			
66b. Change trans fluid & filter – 6.5 – 50,000 miles			
67a. Change differential fluid – 6.0 & 7.3 – 50,000 miles			
67b. Change differential fluid – 6.5 – 15,000 miles			
68. Check crankcase depression regulator valve system – 6.5 – 50,000 miles			

Please specify repairs made and additional repairs needed in the box below. The bottom must also be signed.

SPECIAL INSTRUCTIONS SECTION

Repairs Made – Note repairs that were made at the time the PM was performed

Additional Repairs Needed – Record specific information on repairs that are needed

Refer to the appropriate manuals for maintenance procedures in accordance with the manufacturer’s recommendations for vehicle and other components. If further assistance is needed, contact Ride Right’s Maintenance Department at (XXX) XXX-XXXX.

Signature

Date

Attachment C





FACILITY SAFETY INSPECTION CHECKLIST

Company: _____ Inspection Completed By: _____

Location: _____ Date: _____

	Not Satisfactory	Corrective Action/Date
Administrative:		
1. Written safety rules/safe job procedures in place	<input type="checkbox"/>	_____
2. OSHA log updated/safety posters displayed	<input type="checkbox"/>	_____
3. Management Safety Policy in place	<input type="checkbox"/>	_____
4. All planned safety activities preformed (meetings, inspections, training)	<input type="checkbox"/>	_____
5. Effective new employee safety orientation	<input type="checkbox"/>	_____
Life Safety Issues/Housekeeping:		
1. Walkways maintained, aisles defined, uncluttered	<input type="checkbox"/>	_____
2. Emergency exits clearly identified, adequate number	<input type="checkbox"/>	_____
3. Egress routes marked and accessible	<input type="checkbox"/>	_____
4. Unapproved doors clearly marked "NOT AN EXIT"	<input type="checkbox"/>	_____
5. Stairs/aisleways free from material storage and debris	<input type="checkbox"/>	_____
Emergency Medical:		
1. Emergency contact information posted	<input type="checkbox"/>	_____
2. First aid responders available for each shift	<input type="checkbox"/>	_____
3. Bloodborne pathogens exposure potential adequately addressed	<input type="checkbox"/>	_____
4. First aid supplies adequate and available	<input type="checkbox"/>	_____
5. Transportation available for injured workers/plan in place	<input type="checkbox"/>	_____
Slip/Trip/Fall Hazards:		
1. Portable ladders equipped with non-slip feet. Metal ladders marked - "Do Not Use Around Electrical Equipment"	<input type="checkbox"/>	_____
2. Stairways in good repair with handrails, treads and risers in proper proportion and non-slip	<input type="checkbox"/>	_____
3. Elevated areas have guardrails and toe boards	<input type="checkbox"/>	_____
4. Work areas, aisleways, storage areas are orderly	<input type="checkbox"/>	_____
5. Illumination adequate for normal conditions, emergency lighting in place	<input type="checkbox"/>	_____
6. External walking, parking, break areas free of hazards, well maintained	<input type="checkbox"/>	_____
7. Warning signs posted for wet floors or spills	<input type="checkbox"/>	_____
8. Anti-slip mats and flooring used where appropriate	<input type="checkbox"/>	_____



FACILITY SAFETY INSPECTION CHECKLIST

	Not Satisfactory	Corrective Action/Date
Hand Tools:		
1. Power tools properly grounded/have safety power switch	<input type="checkbox"/>	_____
2. Defective tools are removed from service	<input type="checkbox"/>	_____
3. Proper guards are provided, tools electrically grounded or double insulated	<input type="checkbox"/>	_____
4. There is a preventive maintenance/inspection program	<input type="checkbox"/>	_____
5. Employees are trained in the safe use of hand tools	<input type="checkbox"/>	_____
Fire Safety:		
1. Portable fire extinguishers of proper type are mounted properly, accessible, and inspected	<input type="checkbox"/>	_____
2. Approved safety containers are used for flammable liquids	<input type="checkbox"/>	_____
3. Bonding and grounding used with storage of flammable materials	<input type="checkbox"/>	_____
4. Combustible debris disposed of regularly	<input type="checkbox"/>	_____
5. "No Smoking" areas designated	<input type="checkbox"/>	_____
6. Sprinkler system functional/inspected/documented	<input type="checkbox"/>	_____
7. Smoke/heat detectors functional and inspected	<input type="checkbox"/>	_____
8. Minimum 18" clearance below sprinkler heads	<input type="checkbox"/>	_____
9. Sprinkler valves locked open	<input type="checkbox"/>	_____
Electrical Hazards:		
1. Machinery and equipment are grounded	<input type="checkbox"/>	_____
2. Electrical panels have clear access	<input type="checkbox"/>	_____
3. Electrical panels clearly marked	<input type="checkbox"/>	_____
4. Outlets, switches and boxes have covers	<input type="checkbox"/>	_____
5. Permanent wiring in place – no extension cords	<input type="checkbox"/>	_____
6. Exposure of overhead electrical lines controlled	<input type="checkbox"/>	_____
7. Emergency stops and critical electrical controls are identified	<input type="checkbox"/>	_____
8. Appropriate electrical systems designed for hazardous locations have been installed in spray booths and flammable liquid storage rooms	<input type="checkbox"/>	_____
Mobile Equipment:		
1. Observed operating at safe speeds	<input type="checkbox"/>	_____
2. Observed safe loading and unloading practices	<input type="checkbox"/>	_____
3. Equipped with back-up alarms	<input type="checkbox"/>	_____
4. Operators qualified/trained	<input type="checkbox"/>	_____
5. Equipment Inspected regularly	<input type="checkbox"/>	_____
6. Seat belt worn by operator	<input type="checkbox"/>	_____
7. Mirrors installed at blind spots	<input type="checkbox"/>	_____



FACILITY SAFETY INSPECTION CHECKLIST

	Not Satisfactory	Corrective Action/Date
Mechanical and Manual Material Handling and Storage:		
1. Hoist chains, cables, and slings are inspected regularly and documented	<input type="checkbox"/>	_____
2. Storage piles are stable and secured from falling or collapse	<input type="checkbox"/>	_____
3. Load limits are posted for all floors above ground level	<input type="checkbox"/>	_____
4. Load limits are displayed on all hoists	<input type="checkbox"/>	_____
5. Manual handling aids available and used	<input type="checkbox"/>	_____
6. Weight limits set for manual lifting, carrying, pushing, pulling	<input type="checkbox"/>	_____
7. Workers trained in proper lifting techniques/ergonomics	<input type="checkbox"/>	_____
Machinery:		
1. Lockout/tagout program in place, locks available, employees trained	<input type="checkbox"/>	_____
2. Hazardous areas painted bright colors	<input type="checkbox"/>	_____
3. Guards are provided for "point-of-operation" of machinery	<input type="checkbox"/>	_____
4. Clothing and hair restrictions in place to prevent entanglement in machinery	<input type="checkbox"/>	_____
5. Power transmission guards are in place	<input type="checkbox"/>	_____
6. Noise exposures adequately addressed	<input type="checkbox"/>	_____
7. Warnings displayed in obvious locations	<input type="checkbox"/>	_____
8. Compressed air systems have pressure reduced to 30 PSI and are not used for cleaning clothing	<input type="checkbox"/>	_____
9. Air hoses provided with safety latch to prevent accidental disconnect	<input type="checkbox"/>	_____
10. Welding equipment in good condition	<input type="checkbox"/>	_____
11. Compressed gas cylinders are and secured to prevent falling	<input type="checkbox"/>	_____
12. Overhead hazards from equipment, conveyors, and process pipes, are guarded below 7 ft from floor	<input type="checkbox"/>	_____
Chemicals:		
1. Hazardous materials containers labeled	<input type="checkbox"/>	_____
2. MSDS available	<input type="checkbox"/>	_____
3. Hazard Communication Training program in place	<input type="checkbox"/>	_____
4. Smoking and eating prohibited in work areas where chemicals are used	<input type="checkbox"/>	_____
5. Eyewash/emergency shower available and functional	<input type="checkbox"/>	_____
Personal Protective Equipment:		
1. PPE assessment performed – PPE requirements in place	<input type="checkbox"/>	_____
2. Employees trained in the use and maintenance of PPE – training documented	<input type="checkbox"/>	_____
3. Hard hat areas designated and enforced	<input type="checkbox"/>	_____
4. Hearing protecting utilized in required areas	<input type="checkbox"/>	_____
5. Face/eye protection in place where needed	<input type="checkbox"/>	_____
6. Safety foot protection required where appropriate	<input type="checkbox"/>	_____
7. Protective clothing, gloves, aprons, boots, face shields, and goggles are used when handling hazardous materials	<input type="checkbox"/>	_____
8. Approved respiratory protection equipment available and fit tested	<input type="checkbox"/>	_____

Attachment D





VEHICLE CLEANING CHECKLIST AND SCHEDULE

DAILY

- | | | | |
|--------------------------|-----------------------|--------------------------|------------------------------|
| <input type="checkbox"/> | Sweep interior floors | <input type="checkbox"/> | Mop interior floors |
| <input type="checkbox"/> | Clean driver's area | <input type="checkbox"/> | Check for/report graffiti |
| <input type="checkbox"/> | Dash controls | <input type="checkbox"/> | Check for/report body damage |
| <input type="checkbox"/> | Dashboard | | |
| <input type="checkbox"/> | Above driver area | | |

EVERY TWO DAYS

- | | | | |
|--------------------------|----------------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | Spray wash all exterior surfaces | <input type="checkbox"/> | Clean all exterior surfaces |
| <input type="checkbox"/> | Front | <input type="checkbox"/> | Windows |
| <input type="checkbox"/> | Back | <input type="checkbox"/> | Mirrors |
| <input type="checkbox"/> | Sides | <input type="checkbox"/> | Headlights |
| <input type="checkbox"/> | Roof | <input type="checkbox"/> | Rear lights |
| <input type="checkbox"/> | Wheels | <input type="checkbox"/> | Remove graffiti |
| <input type="checkbox"/> | Fender wheels | <input type="checkbox"/> | Check for/report damaged seats |
| <input type="checkbox"/> | Wheel housing | | |

EVERY TWO WEEKS

- | | | | |
|--------------------------|-----------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | Mop step wells | <input type="checkbox"/> | Repair damaged/torn upholstery |
| <input type="checkbox"/> | Wipe down interior surfaces | <input type="checkbox"/> | Clean interior doors |
| <input type="checkbox"/> | Windows | | |
| <input type="checkbox"/> | Seats | | |
| <input type="checkbox"/> | Stanchions | | |
| <input type="checkbox"/> | Ceilings | | |
| <input type="checkbox"/> | Ledges | | |
| <input type="checkbox"/> | Interior walls | | |
| <input type="checkbox"/> | Interior lights | | |

QUARTERLY

- Clean upholstery

DESCRIPTION OF DEFECTS AND DAMAGE:



Drug and Alcohol Policy

Zero Tolerance



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Executive Director/General Manager Statement

Ride Right is dedicated to providing safe, dependable, and economical transportation services to its patrons. Ride Right's employees are a valuable resource and it is also our goal to provide a safe, healthy and satisfying working environment for our employees. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

This Substance Abuse Policy implements a drug and alcohol testing program for all safety-sensitive employees. Each employee shall be provided a signed copy of the adopted policy. *Policy items implemented under the authority of Ride Right are italicized throughout this policy.* All other policy items are implemented under the authority of the US DOT and/or the Federal Transit Administration.

Per Ride Right's authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

This policy is approved by Ride Right's President and CEO and is effective on January 3, 2013.

Name: Alaina Macia

Title: President and CEO

Signature: 

Date: 1-3-13

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Background

Pursuant to the Omnibus Transportation Employee Testing Act of 1991, the Federal Transit Administration (FTA) published regulations prohibiting drug use and alcohol misuse by transit employees and required transit agencies to test for prohibited drug use and alcohol misuse. 49 Code of Federal Regulations Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" mandates urine drug testing and breath alcohol testing for all employees in safety-sensitive positions. These regulations prohibit the performance of safety-sensitive functions when there is a positive drug or positive alcohol test result or an employee refuses to submit to DOT required drug or alcohol testing.

In addition, the U.S. Department of Transportation (DOT) has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" to provide uniform procedures and standards for conducting drug and alcohol testing programs. The drug and alcohol testing program of Ride Right will be conducted in accordance with 49 CFR Parts 40 and 655, as amended. Employees may request copies of the applicable regulations by contacting Ride Right's designated employer representative listed in Section 25 of this policy.

Purpose

This policy is established to comply with FTA drug and alcohol testing requirements to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with and incorporate 49 CFR Part 32, The Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace.

Covered Employees

This policy applies to all safety-sensitive transit system employees as identified and described herein. Paid part-time employees and contractors, when performing safety-sensitive duties, are also covered by this policy when performing any Ride Right related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Additionally, this policy applies to volunteers who perform safety sensitive duties who are

required to hold a Commercial Driver's License, or who receive remuneration in excess of his or her actual expenses incurred while engaging in the volunteer activity. This written policy shall be distributed to all employees and applicable volunteers in safety-sensitive positions.

Adherence to this policy and its provisions are a condition of employment in a safety sensitive position; per 49 CFR Part 655.

Safety-Sensitive Employees and Applicants for Safety-Sensitive Positions covered by this Policy include those who:

- Operate a revenue service vehicle, including when not in revenue service.
- Operate a non-revenue service vehicle when such is required to be operated by a holder of a commercial driver's license.
- Control the movement/dispatch of a revenue service vehicle.
- Perform maintenance on a revenue service vehicle or equipment used in revenue service
- Carry a firearm for security purposes.
- May perform any of the above safety sensitive functions in a supervisory or training role.

This policy is applicable to the following positions within Ride Right:

- *General Manager*
- *Operations Manager/Supervisor*
- *Road Supervisor*
- *Dispatch Manager/Supervisor*
- *Dispatcher*
- *Maintenance Manager*
- *Mechanics*
- *Utility Personnel*
- *Drivers*

Prohibited Substances

In accordance with US DOT 49 CFR Parts 655 and 40, the following are prohibited substances:

- Cocaine
- Opiates (e.g., heroin, codeine)
- Phencyclidine (PCP)
- Cannabinoids (Marijuana)
- Amphetamines (includes methamphetamine and MDMA- Ecstasy)
- Alcohol Misuse as defined in Section 23, below

Prescription and Over the Counter Medications

The appropriate use of legally prescribed drugs and non-prescription medications are not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, before performing safety sensitive duties.

The misuse or abuse of legally prescribed drugs is prohibited; this includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs.

Ride Right strongly encourages employees to inform their prescribing physician of the safety-sensitive job functions that they perform, in order to ensure that appropriate medications are prescribed.

Employee Protections

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee's privacy, the validity of the testing process and the confidentiality of the test results.

All urine drug testing and breath alcohol testing will be conducted in accordance with applicable with 49 CFR Part 40, as amended. All urine specimen collections, analysis and reporting of results shall to be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (HHS).

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

1. Except as required by law or expressly authorized in this section, Ride Right shall not release employee information that is contained in records maintained per 49 CFR Part 655.73.
2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
3. Ride Right shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.
4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

Employee Responsibility to Notify Ride Right of Criminal Drug Conviction

It is a violation of this policy for any employee to fail to immediately notify Ride Right of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. Violating employee shall be immediately removed from safety sensitive duties.

Per Ride Right's authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

Employee Training

Safety-sensitive employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.

Pre-employment Drug and Alcohol Background Checks

In compliance with 49 CFR Part 40.25, Ride Right must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for the previous two years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. Ride Right will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers to Ride Right. An applicant/transferee who refuses to provide written consent will not be permitted to perform safety-sensitive functions for Ride Right.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional's evaluation, treatment and return to duty process in addition to a pre-employment drug test with negative

results, prior to their employment into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart O.

Testing

Pre-Employment Testing

All safety-sensitive position applicants shall undergo a urine drug test prior to placement in a safety sensitive position. Ride Right must be in receipt of a negative urine drug test result prior to the applicant's performance of any safety sensitive function. A cancelled test result will require an applicant to undergo a subsequent pre-employment urine drug test, until a negative test result can be obtained.

If an applicant's pre-employment urine drug test result is verified as positive, the applicant will be excluded from consideration for employment per Ride Right authority.

Applicant will be provided a referral to a Substance Abuse Professional meeting the required qualifications per 49 CFR Part 40.281, as amended.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was removed from the random testing selection pool, will be subject to a pre-employment urine drug test. Ride Right must be in receipt of a negative drug test result prior to the employee being reinstated to safety sensitive duty.

Random Testing

Employees in safety-sensitive positions shall be subject to random, unannounced testing. The minimum annual percentage rate for random alcohol testing and the minimum annual percentage rate for random controlled substances testing shall be in accordance with 49 CFR Part 655, as amended. The percentages of testing shall be based on the average number of safety-sensitive employees per calendar year.

The administering of random testing shall be spread reasonably throughout the calendar year and throughout all times of day when safety-sensitive functions are performed. Each covered employee who is notified of selection for random alcohol or drug testing shall immediately proceed to the testing site.

Random alcohol testing shall be conducted on a safety sensitive employee during, just before or just after the performance of a safety-sensitive function.

Random urine drug testing may be conducted anytime while an employee is on duty or on call, or on standby duty.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list.

Reasonable Suspicion Testing

All safety-sensitive employees are subject to reasonable suspicion urine drug testing and/or breath alcohol testing. Reasonable suspicion testing is required when one or more trained company officials can articulate and substantiate physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech or body odors of the employee. Reasonable suspicion testing for alcohol misuse can only be made when observations leading to that testing occur during, just preceding, or just after the period of the workday that the employee is required to be in compliance with FTA regulations. Reasonable suspicion testing for prohibited drugs may be conducted anytime an employee is on duty.

Post-Accident Testing

Fatal Accident: A safety-sensitive employee shall be required to undergo urine drug and breath alcohol testing following an accident involving a revenue service vehicle that results in a fatality (regardless of whether or not the vehicle is in revenue service at the time of the event). Any other employee(s), i.e., maintenance personnel, dispatchers, controllers, whose performance

could have contributed to the accident, shall also be tested. As soon as practical following an accident involving the loss of human life, surviving covered employees shall undergo drug and alcohol testing.

Non-Fatal Accident: A post-accident test shall be conducted if an accident results in injuries requiring immediate medical treatment away from the scene, *and/or* if one or more vehicles incurs disabling damage that requires towing from a site; unless Ride Right determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other safety sensitive employee whose performance could have contributed to the accident shall be tested. The decision regarding whether or not the employee's performance could have contributed to the accident will be the sole discretion of Ride Right using the best information available at the time of the decision.

Following an accident, the employee must be "readily available" for testing. Post-accident tests will be conducted as soon as possible, all reasonable efforts shall be made to test the safety sensitive employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required time period following the accident, Ride Right shall prepare and maintain on file, a record stating the reasons the testing was not promptly administered and efforts to conduct testing shall cease.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test.

Any safety-sensitive employee, who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing, shall be considered to have refused the test.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit an employee who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that an employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond Ride Right's control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by Ride Right. (Per 49 CFR Part 655.44)

Refusal to Submit to Urine Drug Testing

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as described in sections 10-13. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have "refused testing". Refusal to submit to DOT required testing is a violation of this substance abuse policy.

The following actions constitute a "refusal to test" in accordance with 49 CFR Part 40, as amended:

- Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
- Failure to remain at the testing site until the testing process is completed (after the process has been started)
- Failure to provide a urine specimen for any drug test required by this part or DOT agency regulations
- In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen
- Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Failure or decline to take an additional drug test the employer or collector has directed you to take
- Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by Ride Right

- Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- Admitting to the collector or MRO that you adulterated or substituted the specimen.
- When the MRO verifies your drug test result as adulterated or substituted.

Refusals to test will result in employee's immediate removal from safety sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O.

Observed Urine Drug Collections

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must witness the employee's urine leave the body and enter the collection cup. The collector/observer must be the same gender as the employee being observed.

Observed collections are required in the following circumstances:

- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.
- Anytime a follow up or return to duty test is required (test types not applicable to RideRight policy)

Specimen Analysis

All specimens will be analyzed in accordance with the procedures set forth in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

Dilute Test Results

Upon receipt of MRO verified negative-dilute drug test results with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, Ride Right will exercise the option to require that applicants/employees submit to a secondary urine collection as provided in 49 CFR Part 40.197. The collection of the second specimen will not be conducted under direct observation. The result of the second urine drug test will be accepted as the final result.

Ride Right will exercise this option uniformly for all pre-employment and random tests that produce a negative-dilute test result with creatinine levels greater than 5mg/dl but less than 20mg/dl.

Upon receipt of a positive-dilute urine drug test result, Ride Right will immediately remove the employee from safety sensitive duty and provide the employee with a referral to a DOT qualified Substance Abuse Professional. A positive dilute result is always deemed as a final positive result. *Per Ride Right authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

Medical Review Officer's Role and Responsibilities

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. Ride Right shall use the following Medical Review Officer:

Name of MRO: Benjamin Gerson, MD
Address: 2837 South Hampton Road, Philadelphia, PA 19154
Phone Number: 800-624-3784

The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations.

Additionally, the MRO cannot accept an assertion of consumption of a hemp food product as a basis for verifying a confirmed marijuana (THC) test result as a negative. Consumption of a hemp food product is not to be considered a legitimate medical explanation for a prohibited substance or metabolite in an individual's specimen.

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

Verified Positive Results

MRO verified positive urine drug tests will result in immediate removal from safety sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O, will be provided to employee.

Cancelled/Invalid Test Results

A drug test that has been declared cancelled by the Medical Review Officer, because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a cancelled test.

When a negative urine drug test result is required (as is the case with pre-employment, return to duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended. The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return to duty or follow-up test.

For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be cancelled and therefore considered neither positive nor negative.

Split Specimen Testing

Split specimen collection procedures will be followed in obtaining specimens. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Canceled". The procedures for canceled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct observation collection procedures will be in accordance with 49 CFR Part 40 as amended.

Split Specimen Testing is not authorized for test results reported by the MRO as "Invalid".

Payment of Split Specimen Testing

When an employee has made a request to the MRO for a test of the split specimen, Ride Right is required to ensure that the cost for the split specimen testing is covered, in order for a timely analysis of the sample. Ride Right *will seek reimbursement from the employee for the cost of the completed test, if the results reconfirm the original positive finding.*

Alcohol

For the purposes of this policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol. 49 CFR Part 655 authorizes alcohol testing and requires Ride Right to take action on the findings, regardless of whether it was ingested as a beverage alcohol or in a medicinal or other preparation.

Alcohol Use and Breath Alcohol Testing

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be under the influence of alcohol while performing safety sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to Ride Right in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

Ride Right affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentiality shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for (8) eight hours unless a retest results in a concentration measure of less an 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. An employee testing positive for alcohol will be immediately removed from safety sensitive duty and will be provided with a referral to a DOT qualified Substance Abuse Professional, in accordance with 49 CFR Part 40, as amended.

Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to Alcohol Testing:

- Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fail to remain at the testing site until the testing process is complete
- Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations
- Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Fail to undergo a medical examination or evaluation, as directed by the [Agency]
- Fail to sign the certification at Step 2 of the ATF
- Fail to cooperate with any part of the testing process.

A referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided.

Per Ride Right authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

System Contacts

Drug and Alcohol Program Manager or Designated Employer Representative

Name: Lynn Schantz

Address: 212 Township Ave. Cincinnati, Ohio 45216

Phone: 440-474-2979

E-mail: lschantz@mtm-inc.net

Alternate

Name: Chris Leighty

Address: 750 Airway Drive, Allegan, Michigan 49010

Phone: 616-893-1974

E-mail: cleighty@mtm-inc.net

Substance Abuse Professional

Name: The Lexington Group (Nationwide SAP Services)

Phone: 1-800-571-0197 ext. 2

National Hot-Line Numbers and Help Lines:

1-800-COCAINE

The American Council on Alcoholism Help Line

1-800-527-5344

The National Institute on Drug Abuse Hot Line

1-800-662 HELP



Alcoholics Anonymous
212-686-1100

A copy of the referenced regulations (49 CFR Parts 40 and Part 655); are available on the CUTR Substance Abuse Management Resource Website: sam.cutr.usf.edu

Please sign the Acknowledgement of Receipt of this Policy (attached) and return to your supervisor or Designated Employer Representative.

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Acknowledgement of Receipt and Review of Employer's Controlled Substances and Alcohol Policy

I acknowledge that I have received a copy of the Employer's Drug-Free Workplace Employee Drug and Alcohol Testing Policy.

I have been made aware of the following components of:

- Identity of the Drug and Alcohol Program Manager (DAPM)
- Prohibitions
- Circumstances for controlled substances and alcohol testing
- Collection procedures and safeguards
- The requirement to submit to testing
- What constitutes a refusal-to-submit and the attendant consequences
- Consequences of violating the prohibitions
- Administrative action for an alcohol concentration greater than 0.02 but less than 0.04
- Employer provided me with an additional General Policy that is issued to all employees

Employee Full Name (Printed): _____

Employee Signature: _____ **Date:** _____

DAPM Full Name (Printed): _____

DAPM Signature: _____ **Date:** _____



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Employee Acknowledgement of Receipt of Ride Right Substance Abuse Policy

For additional information or questions contact your local program administrator:

GM or local administrator name here

Employment position (i.e. General Manager, Safety mgr.)

Address

City, State and zip code

Phone number

Email

I have received a legible copy of Ride Right Substance Abuse Policy. I understand that my employment with Ride Right is conditioned upon full adherence to this policy.

Employee Name: _____

Employee Signature: _____

Date: _____

Supervisor Name: _____

Supervisor Signature: _____

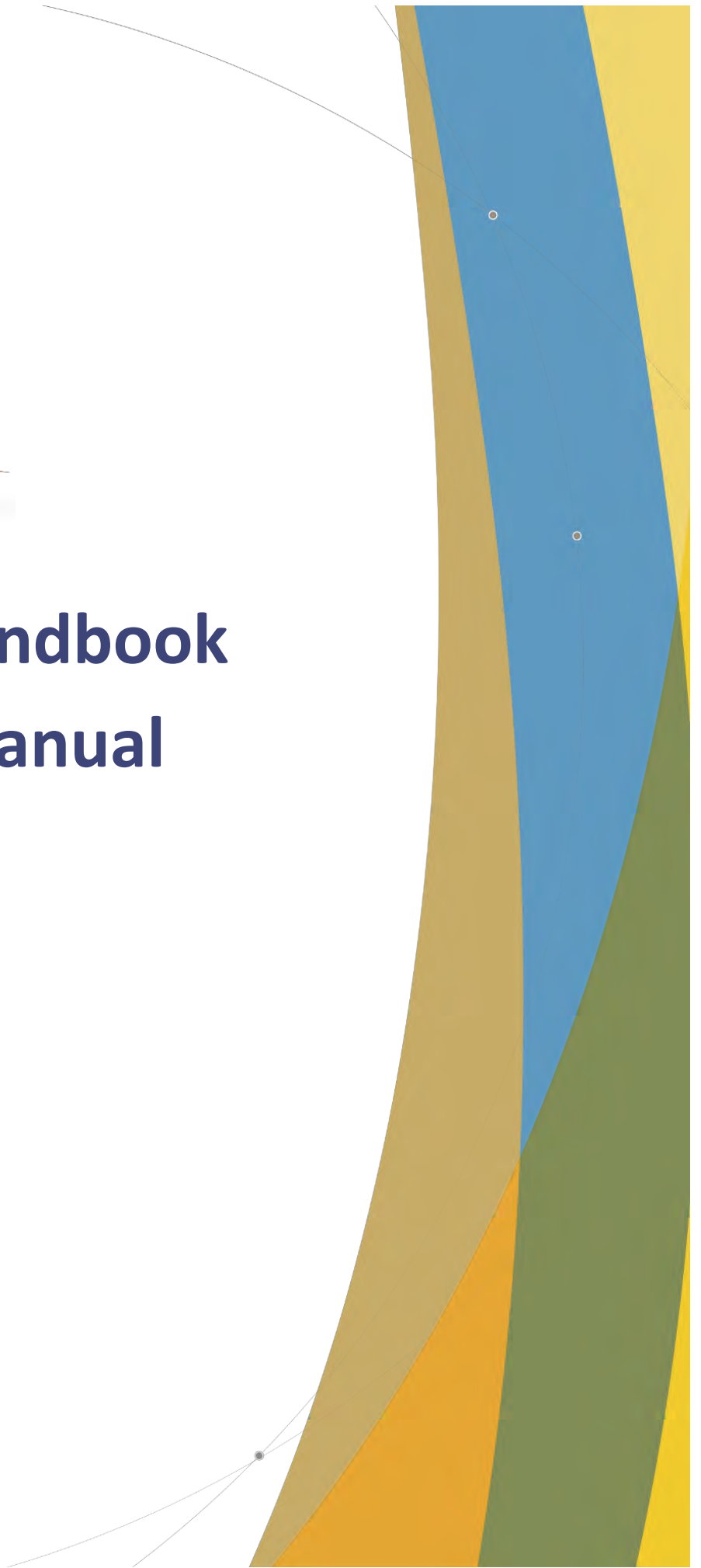
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Employee Handbook and Driver Manual



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Welcome Letter

Dear Colleague:

Welcome to Ride Right LLC!

We are very excited to have you on board our team of dedicated employees. We are pleased that you have chosen to work with us and we hope that you will find your career with Ride Right both fulfilling and rewarding.

Ride Right is a growing transit company. Our continued success is based on the dedication and significant contributions that each and every one of you brings to your job. Our goal is to maintain our excellent reputation of providing a safe, reliable, high quality and customer focused service to all our clients and the communities we serve, and we are confident that our collective efforts will enable us to achieve this.

We encourage every employee to familiarize themselves with the contents of this handbook. Its purpose is to provide you with an overview of Ride Right's philosophy, employment practices, work rules, policies and procedures that govern the work place, as well as the benefits and privileges provided to you as a valued employee. The contents of this Handbook does not constitute a contract between Ride Right and its employees. The information contained in this Handbook is subject to change at any time at the discretion of Ride Right Management with or without notice.

Any questions pertaining to the information in this handbook should be directed to your supervisor or the Human Resources Department.

We wish you success in your new position and we look forward to working with you.

Best regards,



Pat McNiff, VP Operations

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1. Employment

1.1 At Will Employment

All employment and compensation at Ride Right LLC is “at will”. The employment may be severed at any time, with or without cause, and with or without notice at the option of either Ride Right or the employee.

1.2 Equal Employment Opportunity

Ride Right is committed to the principles of equal opportunity and will not discriminate against any employees regardless of race, color, religion, gender, age, national origin, ancestry, veteran status, medical condition, disability, genetic information, sexual orientation, marital status, economic status, political affiliation, or any other protected status. This commitment extends to all aspects of the employment relationship, including but not limited to: hiring, training, promotions, transfers, pay, compensation and benefits, layoffs and terminations.

To comply with the applicable laws in ensuring equal opportunities to qualified individuals with disabilities, Ride Right will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual, to enable the individual to perform the essential duties of the job, unless undue hardship would result.

Any employee who requires an accommodation to perform the essential functions of their job should contact their supervisor or the Human Resources Department to discuss the accommodation.

1.3 Non-Discrimination

It is the policy of Ride Right, that no officer or employee of the company shall differentiate or discriminate in the treatment of Ride Right clients, passengers, co-workers, customers and others who avail themselves of Ride Right services, based on race, color, religion, sex, age, national origin, ancestry, veteran status, medical condition, disability, genetic information, sexual orientation, marital status, economic status or political affiliation.

While the services provided are modified to meet the needs of our diverse group of clients, it is also Ride Right’s policy that services will be rendered to all clients and passengers in accordance with the same standards as offered to other clients and passengers.

Employees with concerns about any type of discrimination in the work place are encouraged to bring these issues to the attention of the Human Resources Department. Employees can raise legitimate concerns and make good faith reports without fear of reprisal. Anyone found to be engaged in any type of unlawful discrimination will be subject to disciplinary action, up to and including discharge.

1.4 New Hire Orientation

It is the policy of Ride Right that all new hires attend orientation on their first day of employment. The orientation program is a full day event and includes an overview of the company history, an explanation of the company's mission goals and objectives, the opportunity to review the employee handbook, select benefits and complete all paperwork relating to employment, as well as the necessary forms to place employees on payroll.

In addition to this initial orientation, managers and supervisors will assist employees in learning about their jobs, and will explain any specific departmental policies, special procedures, techniques or processes required in the performance of those duties.

1.5 Introductory Period

All new hire and re-hired employees are subject to an introductory period of three (3) calendar months from the date of employment.

The three calendar month time-frame allows a new employee the opportunity to demonstrate a satisfactory level of performance and to determine whether the new position meets their expectations, and for Ride Right to determine if the employee is suited for employment at Ride Right.

Performance, behavioral, and attendance issues may be discussed during this period.

Prior to the end of the introductory period, a review of the employee's status with Ride Right may be held with the employee and Supervisor. Comments and suggestions from the employee's point of view are welcomed and encouraged.

Upon completion of the Introductory Period, Paid Time Off (PTO) will be credited to the initial date of employment based on number of hours worked.

If employment is severed for any reason during the Introductory Period, the employee will not be eligible to receive any PTO.

Completion of the three-month introductory period does not alter the employment-at-will status, nor does it guarantee employment for any period of time.

1.6 General Operations Information

Ride Right operates in several states across the country. Therefore, some operations-related requirements may be specific to your operating location, while other requirements are based on company policy or state or federal law. Your supervisor will keep you informed of local operating requirements, as these may change depending on system performance and client preferences.

Whenever an operation change is made or a new operational policy is enacted, your supervisor will communicate that information to you in writing and offer training if needed to ensure understanding and ability to provide service as needed.

1.7 Confidentiality

During the course of your employment, you will have access to sensitive and confidential information relating to Ride Right's passengers, clients and vendors as well as other proprietary information. Such information must remain confidential and never be discussed unless required to conduct business on behalf of Ride Right. This obligation continues during and indefinitely after termination of an employee's employment with Ride Right.

The reasons for sharing any protected health information must comply with the provisions laid out in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which relates to Treatment, Payment or Operations (TPO).

The consequences of disclosing or misusing confidential information outside the parameters for Ride Right business processes are severe, will be considered a violation of confidentiality, and will be immediate grounds for termination of employment.

1.8 Conflict of Interest

It is the policy of Ride Right that every employee maintains the highest level of business ethics. Any activity or financial interest that might be in conflict with the interests of Ride Right is also to be avoided.

Ride Right employees may not accept gifts or any item of value or other consideration in exchange for preferences in assignment of transportation services, or preferences in the treatment of any transportation provider or other business entity conducting business, or desiring to conduct business with Ride Right. Ride Right employees cannot accept personal or holiday gifts that are greater than nominal value. Holiday gifts from outside businesses should be of the type that can be shared by department employees such as cookies, candy, etc., and the gift should be directed to a particular department of Ride Right, or Ride Right's office employees in general. Such holiday gifts should not exceed \$35.00 in value. Exception to the Ride Right gift policy must be approved by the Vice President of Paratransit Operations.

Employees are prohibited from engaging in any activities or relationships that create either an actual conflict of interest or the potential for a conflict of interest. Relationships with clients, vendors, or other Ride Right business customers must be maintained on a professional level.

Employees must not schedule trips for family members or friends. Such instances must be referred to the employee's Supervisor.

1.9 Employment Classifications

Full-Time Employee: An employee who works a minimum of thirty-five (35) hours per week is considered a full-time employee.

Part-time Employee: An employee who regularly works less than thirty-five (35) hours per week is considered a part-time employee.

Temporary: An employee hired for a limited or specific period of time or to work on a specific project is considered a temporary employee. An employee hired under these conditions is not eligible for benefits, except those provided for by State and Federal laws.

Exempt: Exempt employees are salaried employees who generally meet Federal Wage and Hour Guidelines and are not eligible for overtime pay.

Non-Exempt: Non-exempt employees are hourly employees who are compensated by hourly pay and are eligible for overtime pay.

Contracted: Those hired under contract are paid on the basis of a binding agreement and are not eligible for benefits.

1.10 Harassment

Ride Right is committed to providing a work environment that is free from harassment.

In keeping with this commitment, Ride Right maintains a strict policy prohibiting all forms of harassment, including sexual harassment and harassment based on race, national or ethnic origin, gender, religious beliefs, age, marital status, sexual orientation or disability.

Ride Right also prohibits verbal, non-verbal, physical and/or visual harassment.

Harassment can take many forms, but is not limited to words, signs, jokes, pranks, intimidation, physical contact or violence.

- sexual harassment may include, but is not limited to, making unwanted sexual advances and requests for sexual favors where either submission to such conduct is made an explicit or implicit term or condition of employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Ride Right employees are responsible for keeping the work environment free of harassment. Any employee who believes he or she has been harassed should promptly report the facts of the incident or incidents and the names of the individuals involved to the Human Resources Department. Supervisors and managers should also immediately report any incidents of harassment to the Human Resources Department.

It is the responsibility of each employee to immediately report any violation or suspected violation of this policy to the Human Resources Department. Ride Right will not retaliate against any employee who makes a good faith report or alleged harassment, even if the employee was in error.

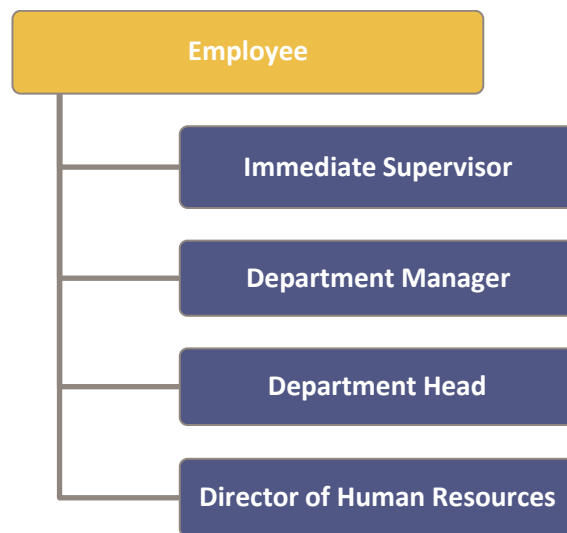
All complaints of harassment will be promptly and thoroughly investigated. Employees who violate any part of this policy are subject to discipline up to and including termination of employment.

Ride Right accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. Ride Right will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

1.11 Grievance Procedure

Ride Right is dedicated to providing fair and honest supervision for all employees.

If an employee has a grievance issue, the employee must make a good faith effort to resolve the dispute through an informal discussion with the employee's Supervisor. If the employee and Supervisor are unable to successfully resolve the grievance issue, the employee must complete a formal Grievance Form and *follow the chain of command* outlined below:



Each level will have five business days in which to respond. If an issue cannot be resolved within the department and is brought by the employee to the attention of the Director of Human Resources, every effort will be made to resolve the situation in a meeting between the employee and Supervisor. Employees should inform their Supervisor of intention to notify the Director of Human Resources.

If no resolution can be determined, the Director of Human Resources will bring the issue to the attention of Executive Management.

In the event an employee has a grievance against an immediate supervisor, the employee should take the grievance to the next appropriate level. It is never appropriate for an employee to skip a step in the grievance process and bring a grievance issue directly to Executive Management.

1.12 Workers' Compensation Insurance

In accordance with applicable State laws, Ride Right provides insurance coverage for employees with work-related injuries. This offers medical benefits, rehabilitation, and wage loss recovery for workers who are injured on the job. Coverage begins on date of hire and continues through length of employment with Ride Right.

In order to be eligible for workers' compensation benefits, all injuries, no matter how minor, must be reported immediately to the employee's supervisor and the Vice President Safety, Training and Security. Failure to report an on-the-job-injury could lead to the denial of Workers' Compensation benefits. A completed Accident/Injury Form must also be completed by the employee and submitted within twenty-four (24) hours of the incident to the Vice President Safety, Training and Security.

All incidents must be reported by Human Resources to Ride Right's Worker's Compensation insurance company within thirty (30) days of the occurrence.

If required, the Vice President Safety, Training and Security, will schedule an appointment for the employee with a physician at Ride Right's Workers Compensation facility.

An employee may obtain a second opinion at his/her own expense.

1.13 COBRA (Consolidated Omnibus Reconciliation Act)

COBRA provides certain former employees, retirees, spouses, former spouses and dependent children who lose their health benefits, the right to temporarily continue group health coverage at group rates for limited periods of time under specific circumstances or qualifying events.

Qualifying events for employees:

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in the number of hours of employment

Qualifying events for spouses:

- Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee
- Covered employee's becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

Qualifying events for dependent children:

- Loss of dependent child status under the plan rules
- Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered
- Covered employees become entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

After receiving notice of a qualifying event from an employee or family member, a COBRA Election Notice will be sent to the appropriate parties.

COBRA requires that you and your family members are responsible for informing the Human Resources Department of any qualifying events within sixty (60) days of the event or the date on which coverage would end, under the group benefit plan, whichever is later.

Qualified individuals who elect continuation of coverage under COBRA will be responsible for payment of the full cost of such coverage.

1.14 Separation of Employment

Employment and compensation with Ride Right is "at will".

Employees wishing to resign in good standing should submit to the Supervisor a resignation letter stating the effective date and reason for resignation.

Employees at the Director level and above should provide at least four weeks' notice whenever possible. All other employees should provide at least two weeks' notice whenever possible.

Employees will be paid for all hours worked through the last day of employment.

Upon severance for any reason, PTO time not used will be forfeited.

All handbooks, keys, credit cards, computer equipment, security badges, and any other Ride Right property must be returned by the employee upon severance of employment.

The cost for any items not returned will be deducted from the employee's final paycheck.

Final paychecks will be made available to employees in accordance with appropriate State guidelines and will be mailed to the employee's address on file unless other instructions have been requested by the employee in writing to the employee's Supervisor.

Once employment has been severed, the former employee will no longer be allowed access to any Ride Right offices without the prior approval of the department head.

Eligibility for re-hire will be based on, but not limited to, job performance, behavior, and attendance during employment with Ride Right.

1.15 Non-Fraternization

Dating between employees, while not prohibited, is often perceived as unprofessional behavior by co-workers and can lead to awkward situations in the workplace. Employees should keep in mind that romantic workplace relationships can be difficult to manage successfully and can lead to sexual harassment complaints. In the interest of avoiding actual or potential conflicts of interest, complaints of favoritism, possible sexual harassment, and potential dissension caused by romantic relationships between employees, and especially between supervisors and other employees, Ride Right has established the following policy provisions:

- Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on company premises, whether during working hours or not.
- Employee off-duty conduct is generally deemed private, as long as it is not detrimental to employee performance or the workplace environment.
- Exceptions to this are romantic or close personal relationships between supervisors and subordinates, which may constitute a conflict of interest.
- If a romantic or close personal relationship between a supervisor and any employee within the supervisor's area of responsibility should develop, the supervisor must promptly bring the matter to the attention of the Human Resources Department, who will inform other managers with a need to know the existence of the relationship.

- If potential issues are identified, the company will work with the parties involved to consider options for resolving the conflict.
- Ride Right reserves the right to take any appropriate action it deems necessary to resolve the conflict, including reassignment.
- Failure to work with the company to resolve a situation that may violate the standards set out in this policy may ultimately be deemed insubordination and may result in disciplinary action, up to and including termination of employment.
- A refusal to accept a transfer to a reasonable alternative position, if available, will be deemed a voluntary resignation.

2. BENEFITS

2.1 Health/Dental/Vision/Life Insurance

Health, dental, vision and life insurance benefits are available to employees hired on a full-time basis. All employees considered full-time must work a minimum average of thirty-five (35) hours per week for a consecutive six (6) months in order to qualify for, and maintain, insurance.

Employees who consistently work less than thirty-five (35) hours per week are considered to be part-time employees.

If a part-time employee changes to full-time status, the employee will be eligible for benefits on the first day of the month following three months from the change to full-time status.

For employees working thirty-five (35) hours per week, eligibility for health, dental and vision insurance begins on the first day of the month following completion of the three-month introductory period. Employees may elect the Reliance (Ride Right's Low Cost Alternative Health Plan for medical coverage). Following one year of employment, employees may continue their participation in the Reliance Low Cost Alternative Health Plan at further discounted rates, or may switch to Ride Right's more comprehensive medical plan at the next open enrollment period.

All full-time employees must enroll within thirty days (30) of hire or wait until the next open enrollment period, or if there is a qualifying life event.

A qualifying life event could be:

- The birth or adoption of a child
- Marriage/adding stepchildren
- Change in student status
- Divorce
- Death
- Loss of coverage under a plan

Employees may elect to include coverage for their spouses and dependent children.

Selection of all benefit plans and coverage will be at the discretion of Ride Right Executive management and are subject to periodic change.

It is the employee's responsibility to thoroughly understand his/her benefits.

2.2 Holiday Observances

Except for coverage in departments as business needs require, Ride Right observes the following scheduled holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day (special consideration will be given for one alternate religious holiday for employees of another faith upon submission of a Religious Request Accommodation Form from the employee to his/her supervisor).

To be eligible for paid holidays, an employee must be designated as full-time.

For non-exempt employees, eligibility for paid holidays commences on the first of the month following successful completion of three calendar months of employment.

Temporary employees are not eligible for paid holidays, regardless of work commitment.

If a part-time employee works on a holiday the employee will be paid at his/her base rate of pay for all hours worked.

In order to be paid for a holiday, all full-time non-exempt employees must complete their scheduled shift the day before and the day after a holiday, unless prior approval has been given to use accrued PTO.

Holiday pay will be determined at the employee's base rate of pay.

2.3 Paid Time Off (PTO)

The purpose of a Paid Time Off (PTO) policy is to allow employees more flexible and responsible management of accrued time off.

All employees are encouraged to use accrued PTO by taking an annual vacation from work. This will allow time for relaxation and avoid burnout on the job.

Employees below the level of manager, both full-time and part-time, are eligible to earn up to forty (40) hours of PTO annually.

Temporary employees do not earn PTO.

All employees are eligible to request the use of accrued PTO following completion of the Introductory Period.

During the Introductory Period, employees do not accrue PTO. An employee whose employment is severed during this period will not receive payment for PTO.

Upon completion of the Introductory Period, PTO will be credited retroactively to the initial date of employment based on number of hours worked.

Accrual: For full-time employees PTO will accrue at the rate indicated:

Accrual Rate	Yearly Maximum
0.0192 per hour worked	Up to 40 hours – based on Ride Right anniversary date

Employees at the Manager level will accrue PTO as follows, effective date of hire:

Years of Employment	Accrual Rate	Yearly Maximum
1 through 4	.058 per hour worked	120 hours (15 days) – based on anniversary date
5 through 9	.077 per hour worked	160 hours (20 days) – based on anniversary date
10 through remainder of employment	.10 per hour worked	200 hours (25 days) – based on anniversary date

PTO accrues on all paid hours, including PTO hours used. This means that an employee will continue to accrue time when using PTO.

Supervisors reserve the right to deny requests based on the business and operational needs of the department.

Employees are encouraged to save PTO to allow for times when they or their family members are truly ill. Supervisors reserve the right to send employees home if they report to work sick. In such cases the employee will be required to use any accrued PTO available. The discipline process may still apply in these circumstances.

To accommodate the staffing needs, employees are asked to provide a minimum of thirty (30) days notice for time off.

An employee may elect to carry over forty (40) hours from prior year but cannot accumulate more than eighty (80) hours at any given time. Any unused time over eighty (80) hours will be forfeited. Employees will continue to earn PTO at the employee's normal accrual rate even when PTO is carried over. However, employees may only carryover up to their maximum accrual rate each year. Any PTO over and above the maximum carryover limit will be forfeited.

Payment on Severance: Upon severance of employment, PTO time not used will be forfeited.

2.4 401(k) Profit Sharing:

“The Plan” is a Profit Sharing Plan structured to benefit all eligible employees. Details of the Plan are described in a “Summary Plan Description” (SPD) available in Human Resources.

The 401(k) plan allows you to defer a portion of your annual compensation to a tax deferred plan, paying no federal tax on that money until it is distributed back upon retirement or termination. Employee contribution limits are determined each year by the IRS.

Employees are eligible to participate in the plan during the open enrollment periods in December and June of each year for effective dates of January 1 and July 1, following:

- Attaining the age of 21
- Completing three calendar months of employment with at least 250 hours worked

Temporary and student employees are not eligible to participate in the 401 (k) plan. Ride Right matches 25% of employee contributions up to 5% of earnings per pay period. Any other employer contributions are optional at the discretion of the shareholders.

Employees are eligible to receive discretionary employer contributions upon:

- Attaining the age of 21
- Completing one year of employment with at least 1,200 hours worked; and
- Being an employee of record on December 31st of the Plan year subsequent to meeting the eligibility requirements

Employees are 100% vested at all times in their salary deferrals. Vesting in employer contributions follows the vesting schedule provided in the SPD.

Distributions may be made upon reaching the normal retirement age of 59½.

Loans are not allowed under the Plan.

Distributions under circumstances of financial hardship are available in amounts not to exceed the amount of the hardship.

The amount available under a financial hardship is limited to the amount available from employee's elective salary deferrals, not including investment gains. Employer contributions are not available for distribution under the financial hardship provisions.

The Plan will be reviewed and updated annually.

Additional questions, concerns and/or requests for distributions should be addressed to the Plan Administrator.

3. Leaves of Absence

3.1 Leave of Absence – Paid and Unpaid

All requests for leave of absence, whether paid or unpaid, must be made in writing and submitted to an employee's Supervisor prior to any leave being taken. Unless otherwise required by applicable federal or state law, the following guidelines will apply.

It is the responsibility of an employee's Supervisor to fully document the circumstances of any leave of absence and to notify Human Resources.

3.2 Paid Leave

Prior to taking time off, employees must discuss the circumstances with their Supervisor to determine the number of paid days approved and provide Supervisors with appropriate documentation of the event.

For Salaried employees, paid leave of absence will include the following:

- Bereavement (Funeral) Leave
- Jury Duty
- Voting

Hourly employees have PTO to use for requests of LOA.

3.2.1 Bereavement Leave

Ride Right understands that employees may wish to take time off in the event of a death of a family member. Ride Right will grant employees up to two (2) business days paid leave to employees who have experienced the death of an immediate family member. Immediate family member is defined as spouse, child, step-children, step-parents, grandparent, grandchildren and in-laws. Time granted will depend on the circumstances and travel required.

Employees requiring more than two (2) business days should discuss the circumstances with their Supervisor to determine approved, unpaid time away from work.

Employees needing only to attend the funeral of family members other than those listed as immediate members may be allowed PTO or excused time off without pay, if approved by their Supervisor.

Prior to taking time off, you must discuss the circumstances with your Supervisor, to determine the amount of paid/unpaid time away from work and provide your Supervisor with some form of documentation, showing the dates of services and relationship to the deceased (e.g. funeral notice).

3.2.2 Jury Duty

Employees are encouraged to serve on jury duty and fulfill their court-related civic obligations.

If an employee receives a Summons for jury duty and must spend time away from work to serve in this capacity, his/her position will be held at Ride Right until his/her return to work. However, employees are expected to report for work whenever the court schedule permits.

Employees will be compensated at their base rate of pay for hours worked.

For absences in excess of five (5) working days, employees may be required to submit to Ride Right, any monies received for serving on the jury.

Prior to taking time off, you must provide your Supervisor with a Jury Summons.

Non-exempt employees will be paid for up to forty (40) hours per calendar year. Time off in excess of 40 hours will not be paid unless you choose to use accrued PTO.

3.2.3 Voting

Time off to vote will be in accordance with the regulations in your State of employment. Depending upon those regulations, time off may be paid or considered an unpaid excused absence.

3.3 Unpaid Leave

Unpaid leave of absence will include the following:

- Court Appearance
- Family and Medical leave Act (FMLA)
- Military
- Personal

3.3.1 Court Appearance

Individuals appearing as subpoenaed witnesses are expected to work during normal working hours whenever court is not in session or when their presence in court is not required. The employee must submit the subpoena to the Supervisor prior to time being taken off for court appearance.

Employees appearing in court on their own behalf are required to use PTO.

3.3.2 Family and Medical Leave Act (FMLA):

The Family and Medical Leave Act of 1993 requires employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons during a twelve (12)-month period. This applies to all employees who work within a seventy-five (75) mile radius of their work site and whose work site has fifty (50) or more employees. Guidelines to the FMLA are outlined below. A complete copy of the provisions of this Act may be seen in the Human Resources department.

An eligible employee who is the spouse, son, daughter, parent, or next-of-kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12)-month period to care for the service member. This provision became effective immediately upon enactment. This military caregiver leave is available during “a single twelve (12)-month period” during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

Ride Right calculates this period on a rolling twelve (12) months from the date of the first absence.

To be eligible, the employee must have worked at Ride Right for a minimum of twelve (12) months and worked at least 1,250 hours in the twelve (12) months preceding the leave. Hours not worked, whether paid or unpaid, do not count towards the 1,250 minimum.

Employees will be required to use any accrued PTO in excess of forty (40) hours as part of the twelve (12) weeks of leave.

PTO will not accrue during an FMLA absence, except in cases where accrued PTO is being used.

When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, absent extenuating circumstances.

Employees must provide at least thirty (30) days notice when the leave is foreseeable, such as for the expected birth or adoption of a child. When this is not possible, employees are required to provide as much as is practical.

In most cases requests for medical certification of the need for FMLA leave should be made immediately after the employee gives notice of the need for leave or within five business days thereafter, or in the case of unforeseen leave, within five business days after the leave commences. The employer may request certification at some later date if the employer later has reason to question the appropriateness of the leave or its duration.

The employee must provide the requested certification to the employer within fifteen (15) calendar days after the employer's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts, or unless the employer allows more than fifteen (15) calendar days to return the requested certification.

When a leave is required for a serious health condition with planned medical treatments, the employee is required to make a reasonable effort to schedule treatment so that disruption of Ride Right's operations is minimized.

A husband and wife who are eligible for FMLA leave and who are employed by the same covered employer may be limited to a combined total of twelve (12) weeks of leave during any twelve (12)-month period if the leave is taken for birth of the employees' child or to care for the child after birth, for placement of a child with the employee for adoption or foster care or to care for the child after placement, to care for the employee's parent with a serious health condition, or leave for a qualifying exigency.

Ride Right may require that a request for leave be supported by a physician's certification of the medical condition, to include the date on which the serious health condition began, the probable duration of the condition, and other appropriate medical facts.

If the employee's physician certifies that the need for treatment can best be accommodated through intermittent leave, not to exceed a total of twelve (12) weeks, Ride Right will strive to provide such accommodation.

If intermittent leave is requested on the basis of planned medical treatments, Ride Right may require that the employee be transferred temporarily to another position, with equivalent pay and benefits, which better accommodates the need for recurring periods of leave.

Medical benefits will continue while the employee is on leave, provided the employee continues to pay his/her portion of the premium for which the employee would ordinarily be responsible.

This premium is due on the 1st of each month during the absence.

Payment of the premium should be made to Ride Right by personal check, money order, or cashier's check.

Insurance will be cancelled if a personal check bounces.

If payment is not received within five (5) business days of the due date, the employee's insurance will be cancelled.

In order for insurance to be reinstated, the employee must return to work. Insurance will recommence on the day the employee returns to work.

If an employee does not return to work at the completion of the twelve (12) weeks of leave or on the agreed-upon date following leave and who has not received an extension, will be considered to have voluntarily resigned from his /her position. Ride Right reserves the right to require the employee to repay Ride Right's portion of the insurance premium paid during the leave of absence.

An employee who fraudulently obtains leave under the FMLA is not protected under the reinstatement provisions of the Act.

3.3.3 Military Leave

Leave will be granted as provided for under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and applicable state laws. Advance notice of military service is required, unless military necessity prevents such notice.

3.3.4 Personal Leave

Ride Right recognizes that there are times when it may be necessary for employees to take time away from work to deal with personal issues and offers the following guidelines:

- Personal leaves of absence may be granted for a minimum of fourteen (14) calendar days and a maximum of six (6) calendar months.
- All requests for personal leave must be submitted in writing by the employee to his/her Supervisor and include details of why, and when, the request is being made.
- Requests will be considered on a case-by-case basis and will be determined by the employee's Supervisor.
- Employees will be required to use any accrued PTO prior to approval of a personal leave of absence.
- An employee who is out on unpaid personal leave is required to pay his/her normal healthcare premium in order for coverage to continue. This premium is due on the 1st of each month during the absence.
- Payment of the premium should be made to Ride Right by personal check, money order, or cashier's check.
- Insurance may be cancelled if a personal check bounces.
- If payment is not received within five (5) business days of the due date, the employee's insurance will be cancelled.
- In order for insurance to be reinstated, the employee must return to work and complete three calendar months of employment. Insurance will recommence on the 1st of the next month.
- Depending on the circumstances and length of time of a personal leave of absence, an employee's current position may or may not be held. Such decision will be made by Executive Management.

4. Compensation & Performance

Ride Right is required by law to make the following mandatory payroll deductions:

- Federal Income Tax Withholding
- Social Security Withholding
- Medicare Withholding
- State Income Tax withholding
- Garnishments by Court Order

If applicable, the following voluntary payroll deductions may also be withheld:

- 401(k) Retirement Plan
- Additional Life insurance premiums
- Medical, Dental and Vision insurance premiums

It is extremely important that any changes regarding name, address, telephone number or marital status be updated by notifying your Supervisor.

Any changes to tax exemptions or direct deposit changes should be submitted to the Supervisor.

At the beginning of each year, employees will be provided with Form W-2 that reflects the employee's taxable earnings and tax withholdings for the previous year.

All deductions will be explained whenever Ride Right is ordered to make such deductions.

Employees are reminded that information such as Social Security number, salary, deductions and exemptions is personal and should be kept confidential.

Every effort is made to avoid payroll errors. If an employee believes an error has been made, this must immediately be reported to their supervisor, who will take the necessary steps to investigate the problem and advise of any corrections necessary.

4.1 Time Records

Non-exempt and hourly employees should follow their local operational procedures for recording their time. Failure to do this could result in disciplinary action, up to and including termination of employment.

4.2 Pay Periods and Pay Dates

Employees are paid semi-monthly. Payday will be on the 7th and 22nd of each month.

If the scheduled pay date falls on a Saturday or Sunday, paychecks will be issued on the preceding Friday.

Checks will be issued after 3:00 p.m. (or before, when possible).

Direct Deposit is available to employees wishing to take advantage of this benefit. To enroll, an employee must complete a Direct Deposit form, which can be obtained from the Supervisor.

4.3 Overtime Pay

From time to time, it may be necessary to schedule overtime work to meet our customer demands and business obligations. The time worked by non-exempt and hourly employees in excess of forty (40) hours per week will be classified as overtime in accordance with the Fair Labor Standards Act. Overtime will be calculated at 1.5 times (1½) the regular hourly rate of the non-exempt employee. This does not include hours for PTO, holidays, birthday day off, or other absences.

Non-exempt employees must never be offered, or accept, comp time in lieu of overtime pay.

It is against company policy for a non-exempt employee to incur overtime without the approval of his/her Supervisor.

Failure to receive the required approval may result in disciplinary action.

4.4 Holiday Pay

A non-exempt full-time employee working on a Ride Right observed holiday will become eligible for paid holiday after successfully completing their introductory period. Employees will be paid for the holiday in addition to being paid at their base rate of pay for all hours worked.

Part-time employees working on a Ride Right observed holiday will be paid at their base rate of pay for all hours worked and are not eligible for holiday pay.

In order to receive holiday pay all non-exempt employees must complete their last scheduled shifts before and after a holiday unless prior approval to use accrued PTO has been given in advance by their Supervisor.

Holiday pay will be determined at the employee's base rate of pay for up to eight hours.

If the holiday falls on a Saturday, Ride Right will observe it on the preceding Friday. If the holiday falls on a Sunday, Ride Right will observe it on the following Monday.

4.5 Performance Compensation/Reviews

All new hires should receive a review of their performance within the introductory period.

Annual Performance Appraisals will be conducted by Supervisors during June of each year with any associated raises becoming effective on July 1.

Increases are determined on such criteria as job performance, attendance, merit, increase in duties or skill level, financial health of the company, and/or promotion in position.

To be eligible for an annual Performance Appraisal, an employee must have completed a minimum of three months of employment by June 30 of that year.

Eligible employees have the option of participating in their appraisal by completing an Employee Self-Evaluation form prior to their review date. Employees will be advised by their Supervisor of the deadline for submission of this form.

Other than increases for eligible employees following successful completion of the introductory period, or employees receiving a promotion during the year, the annual Performance Appraisal is the only time of year increases in pay will be given.

Listed below are some of the things that will be covered during the review:

- Performance of established goals
- Interpersonal skills
- Communication skills
- Self-management skills
- Attendance

This is also the time when the employee and his/her Supervisor will discuss and establish future personal and work-related goals.

4.6 Promotion/Transfer

Ride Right encourages employees to apply for positions for which they are qualified.

A promotion is a change from a position in one classification to a position in another classification with a higher pay grade.

A transfer is a change from one position to another within the same classification title or pay grade assignment. This is a lateral change and involves no change in salary.

Eligibility for promotion or transfer to another department is based on a minimum completion of six (6) calendar months in his/her current position.

The six-month waiting period does not apply to employees who wish to make a transfer within their own department.

Employees should notify Supervisors of intent to apply for open positions.

Promotions and transfers shall be based on the ability, qualifications and potential of the candidates for the positions. In addition, an employee's job performance, behavior and attendance in his/her current position will also be factors in deciding the suitability of an employee for promotion or transfer.

4.7 Extra-Board Revolving Work List Procedures

Names are placed on the list starting from top to the bottom with the highest seniority person at the top on the first day of assignments only.

Each day following the first day of assignment the starting point for the day will be directly following the last person who was assigned a straight run on the current day (which is the first person who had a split run). If no split runs exist on a day scheduled, the rotation will move down to start one person below the current days starting point.

A Straight Run is defined as any work assignment with one hour or less break time. All runs with more than one hour break will be considered a split run.

Full time drivers will be assigned first and then part time will be assigned.

Runs will be assigned in order starting with the earliest to latest start times. The length of the run (hours) is not used for scheduling only for separating FT and PT work, and placing runs that begin at the same time in order from most to least hours prior to assignment.

When exceptions or limitations in hours, time off or license status effects the ability of the operator due for the next assignment to be scheduled to that assignment, they will be skipped and assigned the next available work that fits their limitation. The piece they were unable to be assigned rotates down to the next person in rotation order.

Runs should be cut no longer than 8.5 hours long as much as possible, and all work that is for full time assignment should be between 6.5 hours and 8.5 hours unless the work load for the day does not allow for enough work to reach 6.5 hours on all full time assignments, or forces extended hours over 8.5. When this happens work shall be assigned to the remaining full time drivers by time due in, and from most to least hours remaining.

Full time work is assigned first and ALL part time work will be assigned using the remaining work using the same criteria as Full time.

When not all drivers within a classification (FT or PT) receive work on the previous day the rotation starts with the first one that did not receive work in that classification the next day.

5. Safety

The health and safety of our employees and passengers at Ride Right is our foremost business consideration. In keeping with this principle, Ride Right pledges to:

- Strive to achieve the goal of zero accidents and injuries.
- Provide mechanical and physical safeguards wherever they are necessary.
- Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OR-OSHA safety and health requirements.
- Train all employees in safe work practices and procedures.
- Investigate accidents to determine the cause and prevent similar accidents
- Enforce company safety and health rules and require employees to follow the rules as a condition of employment.

All employees are responsible for their own safety as well as protecting the safety of their fellow colleagues and passengers of Ride Right. Employees are expected to participate in the safety and health program, which includes immediately reporting accidents, hazards, and unsafe work acts and conditions to their supervisor.

Failure to follow any safety procedure or guideline will result in a disciplinary action, up to and including termination of employment.

5.1 Accident/Injury

If you are injured or experience an at-risk occurrence on the job, the incident must be reported immediately to your immediate Supervisor.

An Accident/Injury Form must be fully completed, signed by you and your Supervisor and submitted to the Vice President, Safety, Training & Security within twenty-four (24) hours of the incident.

If required, an appointment will be scheduled for you with a physician at Ride Right's Worker's Compensation facility.

You may obtain a second opinion at your expense.

On the Job Injuries

Employee injury or employee exposure:

The term "injury" is used to identify both employee injury and employee exposure. Employee injuries need to be investigated and treated like a collision investigation. All employee injuries are established as being Preventable (at fault) or Non- Preventable in nature.

When establishing whether the injury is Preventable or Non-Preventable, the following will be taken into consideration:

- The type of injury
- Degree of injury, how did it occur?
- Pre-injury action of the employee involved

Circumstances surrounding the injury will be fully and fairly investigated to determine the root cause(s) of the injury.

Definitions:

Non-Preventable Injury:

Any injury that warrants reporting, yet there were no employee actions that contributed to the injury.

Preventable Injury (at fault):

Any employee injury in which the employee failed to do everything possible to prevent the injury from occurring. A “zero tolerance” policy is in place for employees who have a preventable on-the-job injury.

Note: An employee involved in a preventable injury will be placed on administrative leave pending completion of an investigation and completion of the required retraining.

When the investigation is completed, an appropriate action will be taken. Appropriate action may include written warnings, suspension, termination and/or retraining. When an investigation of a collision reveals that suspension or termination is the correct action, or events are so severe that termination based on the event is appropriate, then prior to taking action, drivers of company vehicles will be suspended pending a decision regarding termination. All suspensions are served with no pay and there is no PTO time allowed for suspension due to a preventable injury. Any mandated re-training time is payable at the employee’s normal pay rate.

Injury Retraining

If an injury is deemed preventable, retraining will be performed by a certified trainer. The trainer will thoroughly review the injury and its root cause(s) with the employee. The trainer will provide retraining appropriate for the injury type.

- Employee must be retrained before returning to his/her assigned job.
- Recommended retraining must be determined and documented on the Recommended Retraining form.
- A minimum of one (1) hour of retraining encompassing the root cause of the injury must be reviewed with the injured employee.
- A return to the scene of the injury and discussion with the employee to discuss employee behavior(s) that contributed to the injury and how to prevent future injuries may be held.

Preventable Injury	Corrective Action	Retraining 1 Hr. Min.	1-5 Day Suspension	2-10 Day Suspension	Separation
1 st Preventable Injury in 12 M	X	X			
2 nd Preventable Injury in 12 M	X	X	X		
3 rd Preventable Injury in 12M	X				X
2 nd Preventable Injury in 24M	X	X	X		
3 rd Preventable Injury in 24M	X	X		X	X
4 th Preventable Injury in 24 M	X				X

5.2 General Guidelines for Vehicle Operators

The following guidelines have been established for employees who operate company vehicles:

1. Employees who have a condition which could affect the safe operation of a motor vehicle are prohibited from operating Ride Right vehicles.
2. All employees operating a company vehicle must display a picture ID and must be a minimum age of 21 years.
3. No employee shall operate a company vehicle unless in possession of a valid driver license and certificate of the appropriate class endorsed for passenger transportation required by Federal, State or Local government entities, or by the client.
4. All drivers must possess a CDL if required for the vehicle and/or client.
5. It is the employee's responsibility to keep such licenses and permits current and valid. An employee who does not have a current and valid license will be suspended without pay to renew such license. Employees will be given no longer than three (3) working days to renew the license. If the appropriate documentation is not submitted within five (5) days, employment will be terminated.

Failure at any time for any reason to maintain a valid driver license and all certificates required by federal, state or local government entities and laws to operate company vehicles will be just cause for immediate discharge. Similarly, employees who operate company vehicles without a valid driver license or certificate will result in the immediate termination of their employment.

6. Employees must not have more than six (6) points on his/her driving record. As a condition for continuing employment, employees must meet the minimum standards listed below. There will be no:
 - Driving while intoxicated (DWI), or driving under influence (DUI) within ten (10) years of start date.
 - Manslaughter, leaving the scene of a collision, driving with a suspended or revoked license, felonies, possession of a controlled substance, failure to report a collision, reckless driving/speed contests or making a false accident report.
 - Negligent homicide or assault arising out of the use of a motor vehicle.
 - Careless driving or attempting to elude an officer of the law.
7. Any employee arrested, indicted, incarcerated, convicted or otherwise charged with a felony or misdemeanor, or any sexually-related offense either on-duty or off duty, is required to inform his/her Supervisor immediately if possible, but no later than prior to the next scheduled work shift. NOTE: This does not apply where it conflicts with State laws. Operators and Safety Sensitive employees are required to report all DUI or DWI related charges, vehicular collisions, and any traffic citations and convictions (except parking violations) received in any vehicle immediately if possible, but no later than prior to their next scheduled work shift. Citations received while driving a Company vehicle must be reported immediately.
8. Employees must abide by all federal and state requirements relating to the position they hold at Ride Right.
9. Employees are required to complete a pre-trip inspection and fill out a DVI (Daily Vehicle Inspection) Report prior to departing on scheduled runs. Employees are also responsible for ensuring that the full emergency kit assigned to each vehicle is checked daily according to the DVI pre-trip procedure.
10. Unless directed by Dispatch, it is a violation of policy for employees to use routes other than the prescribed routes established by the applicable manifests.
11. Employees must be familiar and proficient with all mobility-device handling and securement procedures. Failure to properly secure any mobility-assistance device or wheelchair or failure to properly secure any passenger or properly load, transport or unload mobility impaired passengers on a company vehicle will result in disciplinary action, up to and including termination of employment.

12. As a condition of employment, all vehicle operators will be required to successfully complete a ride-along evaluation on a yearly basis with a qualified trainer.

5.3 Safety and Emergency Procedures in a Collision

All drivers must follow the **Seven Basic Emergency** steps in the event of a collision:

1. **Remain calm.** Be professional and remember to make clear statements.
2. **Assess the situation.** Determine if there are any injuries, fire hazards or danger from other traffic.
3. **Protect people and property.** Do not move the vehicle and inform the other drivers likewise. Evacuate the vehicle if necessary and gather information for dispatch.
4. **Obtain help and call dispatch.** Inform dispatch of your location, including your direction of travel, your name, route, vehicle details and a very brief description of what happened.
5. **Reassure and assist your passengers.** Comfort the passengers. Inform them about the nature of the collision and that the authorities have been notified and are on their way to the scene. Let them know that there is no danger of fire.
6. **Secure the scene.** Set up emergency triangles and account for all the passengers. Do not move severely injured unless the danger of fire or passing traffic makes it necessary.
7. **Gather information.**

Any employee involved in a preventable on-the-job injury, a preventable collision, or a passenger injury caused by the drivers action or non-action, will be placed on suspension pending completion of the investigation and completion of any required retraining.

The driver's contribution to the cause of the injury or collision will be considered when developing any disciplinary action. Appropriate employee action may involve a written warning, retraining, a suspension or termination.

All suspensions are served with no pay and there is no PTO time allowed for suspension due to a preventable collision. Any mandated re-training time is payable at the employees normal pay rate.

Automatic driver termination will occur for three (3) preventable collisions in a thirty-six (36) month period, or two (2) preventable collisions in a rolling twelve (12) months.

5.4 Student Management

Student behavior on vehicles can become a serious problem for drivers if not properly and timely corrected. Drivers are responsible for maintaining an appropriate level of discipline when transporting students. Therefore, the guidelines concerning student behavior should be clearly understood by the drivers.

It is the driver's responsibility to ensure the following rules are in place:

- Hold interior noise to a minimum.
- Control the movement of passengers.
- Require an orderly entrance and exit to the vehicle.
- Prohibit unauthorized materials.
- Always have passengers exit the vehicle on the curbside.

It is a violation of Ride Right's policy for employees of Ride Right to strike, hit, push or handle a child. Employees who violate this policy, will be subject to disciplinary action, up to and including termination of employment.

All drivers should document any incident which occurs during the transportation of students, using the appropriate incident report form.

5.5 Transporting Passengers With Disabilities

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equality of opportunity and access for people with disabilities. It provides the general framework and approach for ending discriminations to people with disabilities.

It is Ride Right's policy to ensure a non-discriminatory, accessible and safe transportation service to our passengers with disabilities.

Employees are required to treat all passengers including those with disabilities with courtesy and dignity at all times. Violation of this policy is subject to disciplinary action, up to and including termination of employment.

Drivers who transport passengers with disabilities should understand enough about the disabilities to transport them safely and appropriately.

5.6 Transporting Children – Child Safety Seat Securement

It is the policy of Ride Right that all children must use an appropriate child safety restraint system during transportation and children under the age of twelve (12) years should ride in the back seat of the vehicle.

It is the driver’s responsibility to ensure that, each child is transported in a child safety restraint system (suitable for the child's weight, height and age) that meets applicable Federal and State requirements.

The following matrix must be used when determining the proper seating arrangement:

Weight /Height/Age of the child	Type of seat/sitting position
Less than 20 lbs.	The child must be in a rear-facing car seat in the back seat.
Less than 1 year of age.	The child must be in a rear-facing car seat in the back seat.
Between 20 and 40 lbs. and Between the ages of 1 to 4 years.	The child must be restrained in a forward- facing position in a car seat in the back seat of the car.
More than 4 years old and Between 40 and 80 lbs. or less than 4ft 9in tall.	The child must be restrained in a booster seat in the forward-facing position in the back seat of the car.

5.7 Transporting Children – Loading and Unloading

When transporting children, the following loading and unloading guidelines should be followed:

- All loading and unloading of children should occur only at designated stops and schools. Drivers or monitors are not allowed to alter a stop, or permit a child to exit the vehicle at an unauthorized location.

- The vehicle is to be placed curbside and the passenger door on the right-hand side of the vehicle is to be used. (Except on one-way streets, where the vehicle can pull over and the left-hand side of the vehicle can be used as the curb side to make a pick-up on a one-way street). No child shall be brought around to the street side, (left-hand side), of the vehicle, nor should the driver position the vehicle in such a way that the child is put in a dangerous position on the outside of the vehicle. When on the street, the vehicle should be no further than six (6) inches from the curb when making a pick-up.
- When unloading at a school, if at all possible the vehicles should be front-to-rear and tight so that no gaps between the vehicles exists. This will prevent any children from running between the vehicles. All children should exit on the passenger side, facing the school.
- All monitors should assist children either from the door to the vehicle or from the vehicle to the door of the school. It may be necessary with small children to hold their hands and assist them to the door of the school or in a hand-off to a school representative.
- No child under the age of fourteen (14) should be left at a designated stop without someone receiving them at the door when making a drop-off. If no one is at the designated drop-off to receive the child, drivers are required to call dispatch and keep the child with them on the vehicle while waiting for additional instructions. When making a pick-up, if a child is not at a designated stop, drivers are required to call dispatch before leaving the stop.
- Employees who violate these guidelines will be subject to disciplinary action, up to and including termination of employment.

5.8 Transporting Children – Monitor Duties

Monitors are required to assist children in and out of the vehicle and also to ensure that children are appropriately fastened into their seats during the ride.

All monitors should assist children either from the door to the vehicle or from the vehicle to the door of the school. It may be necessary with small children to hold their hands and assist them to the door of the school or in a hand-off to a school representative.

Monitors and drivers should work together to ensure that Ride Right's passengers are not at risk around the vehicle, and should be familiar with the loading and unloading procedures at each school that they serve. When load capacities allow, monitors should be seated with the passengers.

Monitors should be familiar with the safety equipment on the vehicle and how to use them. This includes the fire extinguishers, seat belt cutter, First Aid Kit, and the contents of the Body Fluid Clean Up kit.

Monitors are to establish positive relationships with passengers, parents, and guardians at all times and follow all rules, laws, and regulations of Ride Right's clients.

5.9 Bloodborne Pathogens Protection

The Federal OSHA Bloodborne Pathogen Standard (1991) was designed to reduce and minimize the potential for occupational exposure to the Human Immunodeficiency Virus, or more commonly referred to HIV, the Hepatitis B Virus (HBV) and other human Bloodborne pathogens (BBP).

BBP are microorganisms that live in blood and certain body fluids, and have the potential to cause serious diseases. BBP can live and breed in:

- Blood
- Semen and vaginal secretions
- Amniotic fluid in pregnant women
- Any other fluid or body part that is visibly contaminated with blood or body fluids

Some of the BBP that our drivers could potentially be exposed to at work include:

- HIV/AIDS -- Acquired Immune Deficiency Syndrome, no vaccine or cure is currently available.
- Hepatitis B -- Also called HBV, most common strain of hepatitis, vaccine and treatment is available.

To avoid exposure and possible infection, all employees are trained in universal precautions, and are required to attend the bloodborne training program. The course will inform you about precautions you must take to eliminate the risk of infectious diseases that can be contracted through exposure and the proper methods of handling potential contaminants.

In the event of a BBP situation due to a vehicle accident, onboard injury, or a passenger in need, the following steps should be followed:

- Notify dispatch that a situation has occurred.
- Obtain first aid and assistance by contacting 911 if needed.
- Use your clean-up kit equipment (latex gloves) around the injured passenger.
- Follow the clean-up procedures in the BBP Kit.
- When clean-up is completed, wash your hands thoroughly with soap, disinfectant, and hot water ASAP.

5.10 Weapons Free Work Place

Ride Right strives to provide a safe work environment for all employees.

It is a violation of policy for any employee to possess and/or use a firearm or other weapon while on Ride Right premises or on duty.

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

5.11 Controlled Substance and Alcohol Policy

Ride Right is committed to providing a safe, healthy and productive work environment for our employees and customers, and therefore enforces a Controlled Substance/Alcohol Free Workplace policy.

Ride Right's policy prohibits the unlawful manufacture, distribution, dispensation, possession, or use of drugs, on or off company property. This policy includes illegal drugs, inhalants and drugs not properly utilized, and work-related use of alcohol. Each Ride Right employee agrees as a condition of employment to abide by this policy.

It is a violation of policy for any employee to be in control of any vehicle owned or operated by Ride Right, or to report to work under the influence of controlled substances and/or alcohol.

Employees should not consume alcohol:

- Four hours prior to reporting to duty, or report to and remain on duty while having an alcohol concentration of 0.04 or greater.
- Up to eight hours following an accident requiring post-accident alcohol testing, whichever occurs first.

It is Ride Right policy that employees must submit to a controlled substance and or alcohol tests in the following circumstances:

- Pre-employment testing for safety sensitive positions
- DOT -- required physicals
- Post accident testing
- Random testing
- Reasonable-Suspicion testing
- Return-to-duty (post successful completion of a treatment program/rehabilitation)

Employees who test positive for controlled substances or alcohol, refuse to cooperate with any part of the testing process, submit to testing or attend follow-up appointments, cannot report to duty until the requirements of the return-to-duty process have been met.

No employee shall remain on duty if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

It is a violation of Ride Right's policy for any employee to abuse, sell, transfer, share or give prescription drugs to another employee.

It is not a violation for any employee to use legally prescribed medications, but employees should notify their Supervisor if the prescribed medication would affect the employee's ability to perform his/her job. This information will be kept strictly confidential and shared only on a need- to-know basis.

Employees must report any conviction under a criminal drug statute or any alcohol-related statute or ordinance, including a plea of "no contest", occurring on or off Ride Right's premises while conducting employer business. This notification must be provided in writing to Ride Right within thirty (30) days of the conviction.

An employee who is convicted of a felony involving the possession of, or a transaction in illegal controlled substances (regardless of where the unlawful activities took place) will be subject to disciplinary action, up to and including termination of employment.

5.12 Security

To ensure the safety of employees, protect Ride Right equipment and other property, and to comply with HIPAA regulations, only authorized employees of Ride Right are permitted access to work areas.

Unapproved access for anyone other than the employee will result in disciplinary action up to and including termination.

6. Attendance Policy

All employees are required to report to work on time every day they are scheduled to work. When employees are absent, schedules and customer commitments fall behind, and other employees must assume added workloads.

An employee's first three (3) months of employment at Ride Right are considered the "introductory period". During this time, PTO is not available for use. At the end of the introductory period, PTO earned is computed and credited retroactively to the employee's PTO bank. Since attendance is so critical during the first three months of employment, employees are expected to have perfect attendance during this time.

This attendance policy is based on a rolling twelve (12) month period.

6.1 Excused Absence

All excused absences are pre-arranged requests for medical, personal, jury or witness duty, maternity, family leave of absence, military leave, holidays or pre-arranged PTO days.

All requests for excused absences should be completed on a "Request For Time Off" form, and submitted by the Wednesday the week prior to the date sought for time off. The request should not be made with less than forty-eight hours (48) notice.

6.2 Absenteeism

Absenteeism is measured in "occurrences" rather than individual days. Each absence period is referred to as an occurrence.

Employees are required to submit a doctor's note for each occurrence greater than five (5) days.

If an employee reports to work fifteen (15) minutes late and up to one (1) hour after scheduled reporting time, this will be counted as an absence.

6.3 Tardiness

Tardiness is defined as arriving for work after your scheduled reporting time, either for start/return from work shift, or start/return from rest or meal breaks.

A tardy equals one-half ($\frac{1}{2}$) an occurrence.

If an employee has five (5) tardies within a ninety (90)-day period, an additional occurrence will be charged.

If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home for the day without pay.

If an employee arrives more than fifteen (15) minutes late for their assigned shift, they will be issued an absence.

6.4 Failure to complete an entire shift

Failure to complete an entire shift will result in one (1) occurrence.

If an employee works more than one-half ($\frac{1}{2}$) of their scheduled shift, but is unable to complete the whole shift, then failure to complete the shift will result in one-half ($\frac{1}{2}$) occurrence. If this continues into the next day, then the full time will be considered as a single occurrence.

6.5 Late Call-Off

If an employee calls the office to report absent for the day less than sixty (60) minutes prior to the start of the shift, this will be recorded as a late call-off and will incur two (2) occurrences.

6.6 No-Call/No-Show

Failure by an employee to notify their Supervisor or Program Director of an absence will result in a No-Call/No Show. If an employee is more than sixty (60) minutes late for the shift without calling, a No-call/No Show will be issued.

A No-Call/No-Show will result in four (4) occurrences.

Employees are allowed a maximum of seven (7) occurrences within a rolling twelve (12)-month period before a written warning is issued and disciplinary action begins.

Employees who fail to report to duty without giving prior notification on any three (3) or more consecutive scheduled working days will be considered to have voluntarily resigned their employment with Ride Right.

6.7 Disciplinary Guideline for Attendance

Schedule of Points

Tardy	½ occurrence	
Failure to complete entire shift	½ occurrence	
Failure to complete at least ½ shift	1 occurrence	
Absence	1 occurrence	
Late call-off	2 occurrences	
No-Call/No-Show	4 occurrences	
Rolling 12-Month period	10 occurrences	Termination

6.8 Time Made Up

Time Made Up (TMU) cannot be used when calling in.

TMU must be requested in advance of the time being taken and used in thirty (30) minute increments only.

When submitting a request, the employee and Supervisor should agree on when the time is to be made up in order to accommodate business needs.

Tardy and absence policies apply to TMU shifts.

Requests to do TMU are limited to one per week with a maximum of four hours per request.

All TMU must be made up within the same work week as the time off. A work week is Sunday through Saturday.

Supervisors reserve the right to deny any request based on business needs.

7. Standard of Conduct

7.1 Dress Code/Personal Appearance

Ride Right encourages employees to dress comfortably with consideration given to convey a message of professionalism, respect, credibility and quality of service.

If you interface with clients or are scheduled to meet with clients on an occasional basis, be prepared and dress appropriately. Be considerate of the company's image as well as your image with customers.

Employees are expected to dress, groom, and behave in accordance with accepted social and business standards.

Creating a professional appearance also includes generating a professional and positive tone of voice on the phone and maintaining correct posture while seated at workstations. Employees should not slump back in chairs, sit with knees drawn up to chest, or place feet on desks or chairs.

Where the use of a uniform is applicable, the uniform policy will be applied according to client uniform standards and requirements. Uniforms should be worn in their entirety, and should not be worn off duty except when commuting between residence and work.

Dispatchers, schedulers and administrative personnel should report to work in issued apparel, which is neat, clean and presents a professional, conservative appearance. All personnel are prohibited from wearing tee shirts, tank tops, denim, or any garment which is inappropriate for a professional setting.

All regular full-time and part-time drivers are required to report to work in the appropriate issued uniform. Uniforms will be neat and clean. Relief drivers may be issued uniforms as funding and supplies are available. Relief drivers, who have not been provided uniforms, are expected to dress appropriately and professionally.

All drivers must wear their identification badge. Contract operators must wear photo I.D.

Shorts/culottes may be worn in conjunction with the issued uniform by drivers during the summer season with the following stipulations:

- They must be solid dark blue in color.
- Length allowed is no shorter than four inches above the knee.
- A neat, clean, professional appearance, subject to supervisory discretion, must be maintained at all times.

Drivers are required to wear the issued polo shirts on the proper days. Monday, Wednesday, Friday and Sunday drivers are required to wear orange shirts. Tuesday, Thursday and Saturday drivers are required to wear the blue polo shirts. Shirts will be tucked in and all buttons, other than the top collar button, will be properly fastened at all times. Drivers are prohibited from wearing any type shoe which might slip or preclude full, unimpeded control on vehicle pedals, i.e., accelerator pedal. This includes open-toed or slick-bottom shoes and sandals. This requirement also applies to dispatchers and supervisors, when assigned driving duties.

If a Supervisor has cause to confront an employee on more than one occasion on a dress code or personal hygiene issue, the employee may be asked to go home and change.

Time missed because of failure to comply with the dress code will not be compensated.

Violations of this policy may also result in disciplinary action, up to and including termination of employment.

This policy may be altered to adhere to customer dress standards.

7.2 Smoking



Ride Right is committed to a safe and healthy working environment. Consistent with this, smoking or the use of smokeless tobacco is not permitted within Ride Right's facilities, vehicles or while transporting clients. Smoking by employees is permitted only in areas designated as smoking areas at each Ride Right facility.

Any Employee found in violating this policy will be subject to disciplinary action, up to and including termination of employment.

It is also against company regulations for clients to smoke on the vehicle. If a client smokes while on the vehicle, you should:

- Remind the client courteously that it is against regulations to smoke on the vehicle.
- If the client refuses to stop smoking, the operator should call the Dispatch for instructions and continue in service.

7.3 Disciplinary Actions

This disciplinary policy has been created to encourage the use of informal counseling and progressive disciplinary measures to correct any violation of company policies, unsatisfactory job performance, attendance issues, and/or inappropriate behavior.

Discipline will be conducted through use of a written Employee Discipline Notice in a meeting between the employee and his/her Supervisor.

The Employee Discipline Notice will note the type of problem, level of discipline, and the proposed solution. The employee will be given the opportunity to provide comments.

The levels of discipline are as follows:

- Employee Training & Counseling (to address minor issues in the introductory period)
- Verbal Warning
- Written Warning
- Last Chance Agreement
- Separation of Employment

Depending on the severity of infractions, employees may be suspended without pay at any stage.

If an employee is given a written Discipline Notice, the employee will remain on such level of discipline for a period of six months, or until the next step is reached.

If an employee is on a step of discipline and is out on any type of leave for one month or more (other than when using accrued PTO) the duration of the discipline will be extended by the length of time the employee is absent.

If an employee is rehired within 90 days, the employee will return to the same level of discipline and continue the duration of the discipline.

Ride Right reserves the right to allow a supervisor to skip stages of the disciplinary process up to termination subject to the nature of the infraction.

7.4 Cell Phones/PDAs

Ride Right prohibits the use of personal cell phones (including texting and gaming) and Bluetooth devices during business hours. Personal cell phones should be set on the “vibrate” setting, and calls diverted to voicemail.

If an employee is expecting, or receives, an urgent call during business hours, the employee must request Supervisor permission to take the call away from the employee’s work station.

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones and/or PDAs while driving.

Employees should not use handheld cell phones for business purposes while driving and should locate a lawfully designated area to park and make the call.

Use of a hands-free device is recommended.

7.5 Computer Equipment

Computer hardware consists of all computer-related components, including monitor, mouse, keyboard, docking station, and CPU.

A minimum of seven calendar days’ written notice is required by Systems to establish a new hire in the system, including access to email, AS/400 etc.

Computer hardware will be provided for each individual, or group in the case of shared workstations, and is referred to as a desktop PC.

VPN Access allowing employees to work from home must be approved in writing by the department head and the request then submitted to Systems.

Ride Right retains ownership of all materials possessed or generated on Ride Right computer systems. This includes, but is not limited to, documents, programs and email messages that pass through Ride Right's computer network.

Any misuse, mishandling, or deletion of Ride Right owned software, hardware, or information from any desktop PC or Service is strictly prohibited.

Obscene or other inappropriate software or program files must not be loaded on any Ride Right computer system. This includes screensavers.

Internet access will only be permitted via RIDE RIGHT's connection and will be issued for company use only. Log files of sites viewed will be kept and may be reviewed as needed.

Inter-office email is for business use. Personal use, either inter-office or outside the office, must not be abused, excessive, and must be at all times professional. Use of email can, and may, be reviewed by an employee's Supervisor as needed.

Spill-proof cups must be used at all times when drinking around computer equipment. Reminder: meals must not be eaten at work stations.

Action for violating the above points will include disciplinary action up to and including severance of employment.

7.6 Office Supplies, Postage Meter and Copy Machines

Office supplies, use of the postage meter, and of copy machines are for Ride Right business purposes only.

Employees must not, under any circumstances, use or take office supplies home for personal use, or use the postage meter for personal mail.

Employees should submit supply requests to immediate Supervisors for approval and order.

The copy machine may be used for personal use under certain circumstances providing the employee provides his/her own paper, makes the copies on his/her own time, and obtains permission from his/her Supervisor in advance.

7.7 Personal Telephone Calls

The purpose of this policy is to establish guidelines for making and receiving personal calls during business hours. Although the policy restricts unwarranted telephone charges to Ride Right and excessive work time for personal telephone calls by employees, it also recognizes that legitimate justification for personal calls will occasionally exist.

While Ride Right recognizes the need for occasional personal telephone calls, these calls should be local and kept to a minimum. Personal telephone calls, including those on cell phones, should be absolutely necessary, not interfere with work flow, nor, in the case of Ride Right telephones, tie up office telephone lines.

Personal phone calls must be made during lunch and break times whenever possible, except in cases where the call is of an urgent nature.

Employees should not use Ride Right telephones to place long-distance personal calls or accept collect calls billed to Ride Right. When necessary, as in an emergency, the employee's own credit card must be used in these circumstances.

An employee wishing to use the fax for local personal use should first obtain permission from his/her immediate Supervisor.

Under no circumstances is the Ride Right toll free number to be used for personal calls, or given to anyone other than business clients.

Any calls made through Ride Right phones may be recorded for quality purposes. This includes personal calls.

Abuse of any of these provisions shall be cause for disciplinary action up to and including severance of employment.

7.8 Property Searches

The employee recognizes and acknowledges that the physical work area and space, desk, workstation, cabinetry, computer, lockers, and all other furniture, equipment, and personal property provided and assigned to the employee by Ride Right for the employee's use during employment with Ride Right, is the property and space of Ride Right.

Ride Right reserves the absolute right at any time, with or without notice to the employee, to search and inspect all such work areas and space, including desk, workstation, cabinetry, computer, lockers, and all other furniture, equipment, and personal property provided and assigned to the employee by Ride Right for the employee's use during employment with Ride Right.

As a condition of employment, the employee consents to Ride Right's search and inspection of all such work areas and space, including desk, workstation, cabinetry, computer, lockers, and all other furniture, equipment, and personal property provided and assigned to the employee by Ride Right for the employee's use during employment with Ride Right.

7.9 False Claims Reporting

On January 1, 2007 the Federal Deficit Reduction Act of 2005 (DRA) established a requirement for entities making or receiving annual Medicaid payments of at least \$5,000,000 to educate employees, contractors, and agents on procedures relating to detection and prevention of waste, fraud, and abuse as determined under the Federal False Claims Act.

To comply with the above requirements, Ride Right will provide education to its employees through this policy and during the employee orientation process.

In addition, Ride Right currently has policies and procedures in place to assist in the prevention and detection of fraud and abuse.

All employees have a responsibility to report waste, fraud, and abuse and are encouraged to do so.

Indicated below are some definitions to help employees better understand, the above requirements:

- **False Claims Act:** prohibits knowingly presenting, or causing to be presented, to the Government a false claim for payment. Provisions of the Act allow citizens, whether affiliated with the government or not, to file actions against federal contractors claiming fraud against the Government.

- **Claim:** means any request or demand, whether under a contract or otherwise, for money or property which is made to the contractor or grantee, or other recipient if the United States Government provides any portion of the money or property which is requested or demanded, or if the Government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.
- **Knowing or Knowingly:** means that a person, with respect to information, either has actual knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information, or acts in reckless disregard of the truth or falsity of the information.
- **Unlawful Acts:**
Knowingly presenting, or causing to be presented, to an officer or employee of the United States Government or a member of the Armed Forces of the United States, a false or fraudulent claim for payment or approval.

Knowingly making, using, or causing to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government.

Conspiring to defraud the Government by getting a false or fraudulent claim allowed or paid.

Having possession, custody, or control of property or money used, or to be used, by the Government and intending to defraud the Government or willfully concealing the property, delivery, or causing to be delivered, less property than the amount for which the person receives a certificate or receipt.

Authorizing to make or deliver a document certifying receipt of property used, or to be used, by the Government and intending to defraud the Government by making or delivering the receipt without completely knowing that the information on the receipt is true.

Knowingly buying or receiving as a pledge of obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces who lawfully may not sell or pledge the property.

Knowingly making, using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Government.

- **Qui Tam:** is an action filed by a private citizen and is commonly known as a “whistleblower” lawsuit.
- **Whistleblower:** A citizen filing a report with the Government regarding his or her knowledge of waste, fraud, or abuse, as determined by the False Claims Act. The Whistleblower should have actual knowledge of the fraud, or abuse, not just a suspicion. Evidence in addition to the whistleblowers mere knowledge is also necessary in most cases and requires substantiating documentation. Evidence has to be specific, identifying the “who, what, where, and when” of any claim.

Ride Right will not discharge, discipline, threaten, otherwise discriminate against, or penalize an employee regarding the employee’s compensation, terms, conditions of employment because the employee, in good faith, reports a violation or suspected violation of any State or Federal law.

Additional information on the provisions of the Federal False Claims Act and relevant State False Claims Acts is available in the Human Resources Department.

7.10 Corporate Consistency

Corporate Consistency is the act of protecting Ride Right’s image in all printed materials. Materials include proposals, presentations, manuals, Marketing materials, forms, letters, reports, websites, and anything that is shared outside of Ride Right employees.

7.10.1 *Visual Standards for all Materials*

- All materials must have a company logo on the document.
- All materials should meet Ride Right’s color standards.
- All materials must use the company approved fonts.

7.10.2 *Internal Printed Communication Materials*

- Internal printed materials includes employee manuals, newsletters, websites, intranet, corporate brochures, corporate press releases or case studies, etc. (all items that do not require client approval).
- Each department may create the required document and get their department’s approval prior to sending to Marketing.
- All materials must be prior approved by Ride Right’s Corporate Marketing department prior to releasing any information to the public.

- Approvals at a minimum will include the department head and Marketing; all other approvals will be as deemed necessary.
- All forms must be numbered and approved by the Quality Management Committee.

7.10.3 Marketing Outreach and Support

Ride Right employees are to support all marketing outreach activities and the distribution of program materials to riders. As part of the pre-trip inspection, each vehicle's stock of brochures, maps, or other materials should be evaluated and replenished as needed to ensure availability.

7.10.4 External Printed Communication Materials

- External printed materials include State-specific websites, recipient/member brochures, client manuals or handbooks (requiring approval), client protocols, specific press releases and/or case studies.
- Marketing will create the specific websites, recipient/member brochures, press releases and case studies with the assistance of the program manager and in keeping with the individual client's standards for communicating information.
- All manuals will be created by the appropriate department with Marketing's assistance and final approval.
- All materials created for a specific client must be approved by the client prior to the release of any documents to the public.

7.10.5 Review of Communication Materials

All external printed materials will be numbered by the marketing department in the following manner.

- Type/#of that type/Year/Version
 - CS- Case Study
 - AD- Ads
 - BR- Brochure
 - HA- One page Handout
 - NO- Note cards, Holiday cards
 - CO- Covers
- Versions: v1.0 draft, v2.0 internal review, v3.0 format and edit, v4.0 external review, v5.0 final.

All operational forms will be numbered by the Quality Management Committee.

All internal and external documents will be reviewed annually with the exception of recipient educational materials and advertisements, as those are only created as needed.

8. Training Requirements

All drivers must undergo required classroom and behind the wheel training before entering into service. Training will include, but will not be limited to, the National Highway Safety Institute Defensive Driving Course or comparable. Our driver training curriculum features:

- Ride Right classroom manual
- Facilitator guides
- Minimum training standards
- In person, one-on-one, and group training
- Participant guides
- Written tests
- Skills assessment

All drivers will complete a minimum of 40 hours of behind the wheel training and 40 hours of classroom training before entering into service.

9. Fundamental Safety Practices

There are 10 fundamental safety practices that all drivers must know and commit to memory before entering into service. These fundamental safety practices make up the foundation of defensive driving and help our drivers maintain a safe environment for our customers and the motoring public. These practices are:

1. Four Rules of Intersections
2. Techniques for proceeding through an intersection.
3. Speed limits during turns.
4. Reference Points
5. Elimination of Blind Spots, “Rock and Roll” in the driver’s seat.
6. Heinrich Theory - 300:29:1
7. Mirror Adjustment
8. Safety Zone
9. Pre-Trip Inspections / DVI Reporting
10. Smith System – Fundamentals of Defensive Driving.

1. Four Rules of Intersections

Intersections are the most dangerous place for your vehicle to be. There are four rules to live by for every driver when they navigate their vehicle into an intersection. The rules are:

1. Always expect trouble at an intersection
2. Always cover your brake when approaching an intersection
3. Always keep your head and eyes moving, avoid the fixed stare.
4. Always allow the intersection to clear after you stop, prior to entering the intersection.

2. How to Proceed Through an Intersection

The intersection by far is the most dangerous place for vehicles to be. Before proceeding through an intersection, it is your obligation to look LEFT, RIGHT, and LEFT again before moving into the intersection. Collisions will most likely come from the left first. Always make sure that the intersection has cleared before moving into it, look LEFT, RIGHT, and LEFT, hesitating before moving your vehicle. Always cover your brake and be prepared to stop.

3. Speed Limits During Turns

The Ride Right / MTM policy states that you should always slow to 5 MPH to make a turn. This will improve reaction time and stopping distance of the driver and vehicle in case of an emergency situation occurs.

4. Reference Points

Reference Points are the areas on the vehicle which will help the driver keep the vehicle positioned:

- In the center of the road way
- Position the vehicle from a curb line (avoid collisions during turning maneuvers)
- To position the vehicle to avoid striking objects while backing.

5. Eliminating Blind Spots, “Rock and Roll”

Eliminating blind spots is one of the most important driver duties. The driver, prior to making a turn, must physically “rock and roll” back in forth, in the driver’s seat to see around the windshield post and other obstructions in the front or sides of the vehicle. Failure to “rock and roll” will not allow the driver to see around the obstructions, and thus create a blind spot. Pedestrians and other objects may, as the vehicle is moving, come into this blind spot and be struck by the vehicle when turning. It is the driver’s responsibility to eliminate the blind spots.

6. 300:29:1 (Heinrich Theory)

This theory was developed by H.W. Heinrich in 1931 and in 1969, further studied by the Insurance Company of North America. The theory states for every 300 near misses, there will be 29 minor injuries or collisions, and 1 catastrophic injury or collision. The theory is directly related to the definition of Safety. The definition of Safety is: Freedom or Elimination of Risk from unintentional harm. Risk can be reduced by the elimination of unsafe acts. *There is a direct link between the frequency or number of unsafe acts and the occurrence of catastrophic collisions.* It is the duty of every driver to eliminate unsafe acts in your daily work routine.

7. Mirror Adjustment

Understanding correct mirror usage is extremely important in the safe operation of a vehicle. The basic goals that a driver will attain with correct mirror use and adjustment are:

1. Being able to see adults and pedestrians around the vehicle.
2. Being able to see vehicles and objects around the vehicle.
3. Eliminates blind spots around the vehicle.

When sitting in the driver's seat the mirror should be adjusted so the driver can view the center section of the bus front to back, and the top of the rear window in the top of the mirror. You should have about ¼ of an inch of the side of your vehicle showing in the mirror, on the side closest to the vehicle body.

8. Safety Zones – Following Distance, Space Cushion, Perception Factor, Reaction Time, and Stopping Distance

a. Following Distance:

Proper following distance is the safe distance a driver keeps between their vehicle and the vehicle ahead. The driver must make certain that there is enough space to stop or maneuver gradually if a dangerous situation occurs. Ride Right policy is that drivers must use the 4 second rule with their following distance, they must allow a minimum of 4 seconds between their vehicle and the vehicle in front of them.

- Pick a fixed object on the road
- Start counting 1001, 1002, 1003, 1004
- If the drivers vehicle passes the same object before they finish counting, they are following to close
- Always add extra time during inclement weather

b. Space Cushion:

A space cushion around your vehicle occurs when the Driver allows appropriate space between their vehicle and the vehicle ahead of them. This cushion gives the space needed for any hazard maneuvers. The space cushion gives the Driver time to take defensive actions when needed.

c. Perception Factor:

This is the time it takes for the driver to be aware of what is going to happen in or around his/her surroundings. As a Driver, you must understand that it takes longer for some drivers to see and react to a situation than others. Part of the problem is concentration on the driver.

d. Reaction Time:

Reaction time is the time it takes the driver to move their foot off the accelerator and onto the brakes once the hazard has been identified. The average reaction time of most people is $\frac{3}{4}$ of a second.

e. Stopping Distance:

Stopping distance is the time and space it takes the driver to stop once they have perceived the hazard and start evasive action until the vehicle stops. The stopping distance varies according to the speed of which the vehicle is traveling. In adverse weather conditions stopping distance will be greatly increased. Drivers should increase the following distance accordingly.

9. Pre/post-Trip Inspections / DVI Reports

A daily pre-trip inspection of each vehicle is vital. Drivers must be able to identify anything that is wrong with the vehicle prior to taking it into service. A pre-trip inspection should take about 15 minutes and cover the following areas on the vehicle:

- Driver Compartment
- Customer Compartment
- Brake Check
- Exterior
- Tires / Wheel

Post-Trip Inspection

Once the vehicle is out of service for the day, record the daily usage of fuel, oil, and mileage. Check for fuel leaks, missing gas caps, oil leaks, and radiator and cooling system leaks. The Check the other fluids such as automatic transmission, brake, and windshield washing solvent.

Each vehicle equipped with a lift will be thoroughly inspected for safety each day. The bridge hinge and lift will be cleaned of all dirt and debris using compressed air. Lubricate the lift using a penetrating oil specified by the lift manufacturer as appropriate for use, and the lift components will be lubricated using multipurpose grease. Check that the fluid level in the lift reservoir is at the proper level and will test both manual and electrical operation to ensure proper functioning. Ensure that the manual lift handle is in its proper place and will inspect the interlock and warning alarm to ensure they are operating properly.

DVI Report

It is the Ride Right / MTM policy that a thorough and systematic inspection of the vehicle be performed prior to use. The DVI Report is a record of that pre-trip inspection that is completed. The DVI report is a multi-part form that guides you through the systematic process of inspection. Follow local direction for completing the check offs and how to store and separate the pages.

It is Ride Right policy that each driver, prior to entering revenue service will complete a pre-trip inspection and fill out a DVI (Daily Vehicle Inspection). They will also may a post trip inspection of the interior and exterior of their vehicle at the completion of their shift

10. The Smith System, Fundamentals of Defensive Driving

The Smith System is a series of interlocking techniques for preventing collisions. They help drivers see, think, and act their way through the multitude of driving environments, challenges, and changes that exist no matter where they travel or what types of vehicles they operate. The key to expert defensive driving is to practice the five keys that allow the Driver to “read” the traffic picture and take precautions in one quick glance. The right precautions prevent collisions. The Five Keys are:

1. Aim High in Steering
2. Get the Big Picture
3. Keep Your Eyes Moving
4. Leave an Out:
5. Make Sure They See You

Fundamental Safety Practices Quiz

Name: _____

1. What does a driver use to keep a vehicle centered in the roadway or to position a vehicle 4 to 6 inches from the curb, to avoid an accident when making a turn, and to avoid striking objects when backing?
 - A. Reference Point
 - B. Lucky Charms
 - C. Hind Sight
 - D. A Spotter

2. According to company policy, the maximum allowable vehicle speed when making a turn is:
 - A. 5 MPH
 - B. 35 MPH on Right Turns and 25 MPH on Left Turns
 - C. 55 MPH
 - D. No Specific Speed

3. "Rocking and Rolling" in the driver's seat prior to making a turn means to what?
 - A. Turn the vehicle radio to 97.3
 - B. To move around in the driver's seat to see around obstacles and eliminate blind spots
 - C. To imitate Elvis by swiveling ones hips
 - D. It is a slang term for listening to CD's while driving

4. (Heinrich Theory) 300:29:1 Means What?
 - A. For every 300 unsafe acts, there are 29 minor accidents, and 1 catastrophic accident
 - B. Theory of light speed vs. sound speed.
 - C. For every 300 hours, 29 babies are born
 - D. 330

5. In the spaces below, write out the Five Keys of the Smith System of Defensive Driving system.

6. The purpose of mirror adjustments is to enable the driver to:
 - A. See adults and other pedestrians around the vehicle
 - B. See vehicles and objects around the vehicle
 - C. Eliminate blind spots around the vehicle
 - D. All of the above

7. According to Ride Right policy, the minimum allowable following distance is:
 - A. 2 seconds
 - B. 2 seconds except at high speeds where 6 seconds is allowed
 - C. 4 seconds
 - D. 30 seconds

8. While driving, following distance can be measured by:
 - A. The number of tractor trailer lengths between cars
 - B. Counting the seconds for when the vehicle immediately in front of you passes a fixed object until you pass the same fixed object
 - C. Adjusting your speed so that each desired second of following distance is equal to 10 MPH. For 2 seconds, drive 20 MPH.
 - D. Counting to 10 and dividing by 2.

9. Stopping distance is increased by:
 - A. Following Distance
 - B. Adverse weather conditions
 - C. Line of sight
 - D. Traffic Conditions

10. How often are daily vehicle inspections performed?
 - A. Daily
 - B. Prior to a vehicle going into service
 - C. Every 1500 Miles
 - D. Monthly

11. What is the most dangerous location for a vehicle to be?
 - A. Wal-mart parking lot
 - B. Freeway on Ramps
 - C. Intersections
 - D. Straight, dry highway

12. You should do what before entering an intersection?
- A. Let it clear
 - B. Proceed only after the light turns yellow
 - C. Stop, Look, and Listen
 - D. Look in the rear view mirror
13. A Space Cushion gives the driver time to:
- A. Hide
 - B. Take Defensive Action
 - C. Take Evasive Action and Back Up
 - D. Call Dispatch and ask for directions
14. When approaching an intersection, always expect:
- A. Trouble
 - B. The Police
 - C. An Ambulance
 - D. A Bus Stop
15. To Cover Your Brake means to:
- A. Make sure that the brake pedal is covered by a rubber pad
 - B. Place your foot over the brake in anticipation of the need to brake
 - C. Refers to a type of maintenance performed on your vehicle
16. To Eliminate Blind Spots a Driver Should:
- A. Rock and Roll
 - B. Get out and walk around
 - C. Call Dispatch and get a spotter
 - D. Put sunglasses on
17. To be Safe, a Driver Should Always Drive:
- A. Offensively
 - B. Defensively
 - C. Slow
 - D. Fast
18. To Drive Defensively, Means That a Driver:
- A. Anticipates that other drivers will do what is right or safe
 - B. Anticipates that other drivers will do what is wrong or unsafe
 - C. Does not anticipate what other drivers will do
 - D. Is only concerned with his or her own driving

19. List the Five Areas of a Pre-Trip Inspection

20. Safety Means _____ of _____ from unintentional harm.

Fundamental Safety Practices Questionnaire – Answers

1. A
2. A
3. B
4. A
5. Aim High in Steering
Get the Big Picture
Keep Your Eyes Moving
Leave an Out
Make Sure They See You
6. D
7. C
8. B
9. B
10. B
11. C
12. A
13. B
14. A
15. B
16. A
17. B
18. B
19. Driver Compartment
Customer Compartment
Brake Check
Exterior
Tires / Wheels
20. Freedom / Risk

Intentionally Left Blank

10. Defensive Driving

Defensive Driving helps prevent and reduce damages during collisions with, people, vehicles, and fixed objects. It also helps us minimize liability to Ride Right and Drivers.

Defensive Driving helps us protect people from injury and equipment from damage.

Police judge at who is “At Fault” which means who has the greatest responsibility for the cause of the accident, which equals 51% or more of the responsibility.

The term “At Fault” and “Preventable or Non preventable” are based on different factors and don’t always coincide with each other.

Preventable vs. Non-Preventable Accidents / Incidents:

Preventable Accident / Incident

A Preventable Accident / Incident is one in which the driver failed to do everything possible to avoid, or to mitigate damage and/or injuries.

Non-Preventable Accident / Incident

A Non-Preventable Accident / Incident is one in which the driver did everything possible to avoid, and to mitigate damage and injuries.

Chain of Events during a Collision:

These are the (9) nine elements in order of occurrence during a collision. However, not every collision will have all (9) nine. For instance, there may not be a driver response, or disengagement.

- 1. Point of Possible Perception** - Where a normal attentive person could have perceived the hazardous situation. *Must always come at or before point of perception.*
- 2. Point of Perception** - Where the (potentially) hazardous situation is actually perceived by the driver or pedestrian.
- 3. Encroachment** - Movement by one object or vehicle into the path assigned to or used by another vehicle or object.
- 4. Start of Evasive Action** - First action taken by a vehicle or object to avoid a collision or otherwise avoid a hazard.
- 5. Point of No Escape** - The position and time beyond which the collision cannot be prevented.

6. **Initial Contact** - First touching of an object collided with by a vehicle or object with which it has collided.
7. **Maximum Engagement** - Greatest collapse, intrusion or penetration in a collision.
8. **Disengagement** - Separation of a vehicle in motion from an object with which it has collided.
9. **Stopping and Final Rest** - Where the vehicles come to rest.

Stopping Distance

Stopping distance is the total time it takes to stop a vehicle from the Perception Time until the vehicle comes to a stop.

Stopping Distance includes the following elements of stopping in this order:

1. **Perception Time** - The amount of time from when the eyes first see a hazard until the brain recognizes it as a hazard. Normally about $\frac{3}{4}$ of a second for a professional transit driver. May be as long as a second for some.
2. **Reaction Time** - The amount of time from when the brain first recognizes the need to brake until the foot begins pressing down on the brake. Reaction time it's typically $\frac{3}{4}$ of a second.
3. **Brake Lag** - The amount of time it takes for the brake to engage after being engaged in an air brake system. Hydraulic systems work instantly.
4. **Braking Distance** - The distance traveled from the time the brakes are engaged until the vehicle comes to a stop.

We travel approximately 1.5 feet per second for each MPH. At 60 mph you travel 90 feet in 1 second. Reducing your speed increases your ability to mitigate and avoid hazards.

Beep and Back:

Ride Right requires all drivers to beep their horn, and put on their hazard lights / flashers prior to backing their vehicle each and every time they back up.

G.O.A.L. (Get Out And Look)

Get out and walk around your vehicle to check for hazards before you back up.

Backing into a spot when you arrive will greatly reduce the risk, and needing to back up your vehicle when you leave. This can reduce the risk of an accident by as much as 25%.

Ride Right policy is to have a four second following distance. (1001, 1002, 1003, 1004) During inclement weather and night driving add additional time, it is your responsibility to add enough time to follow safely in all conditions.

Don't forget that intersections are the most dangerous place to be, scan every intersection before you get to it, and while moving through it.

Cover your brake while going through the intersection.

Look left, right, and left, and forward before moving into an intersection.

"Rock and Roll" in your seat to avoid blind spots in crosswalks and intersections, most pedestrian accidents happen when drivers fail to see people in a blind spot.

Watch for signs of trouble and changing conditions as you drive, parked cars, stale lights, crosswalk signs, and pedestrians crossing with, and against the traffic light.

The Smith System

The Five Keys of the Smith System allow you to keep a cushion of safe space around your vehicle at all times, and provide the time you need to react safely to obstacles, hazardous, and situations on the road.

1. Aim High in Steering

This means that you look far ahead of the vehicle while driving. Use a 15 second eye-lead time, you will see about 650 feet or about one and half city blocks.

2. Get the Big Picture

Take in the entire scene when you're driving; be aware of your surroundings. Move your head and eyes to see around your vehicle.

3. Keep Your Eyes Moving

Constant eye movement keeps you alert and aware. Check your mirrors every five to eight seconds to increase your range of vision. At intersections, always look left, right, and left again.

4. Leave Yourself an Out

Always keep a space cushion around your vehicle. Keep the space cushion in front of the bus by always maintaining a minimum of four seconds following distance.

5. Make Sure They See You

Because you are driving the type of vehicles you are, it is very important the other operators and pedestrians see you. Try and make eye contact or a friendly tap on the horn, flash of your lights.

11. Pre-Trip Inspection

The following six steps are designed to help you learn how to complete a pre-trip inspection. You should always complete the inspection the same way each time so you will be less likely to forget any of the steps. The DVI report should be completed at the same time you complete the pre-trip inspection.

Step 1

Approach the vehicle. Take notice of the general condition of the body, check to see if the vehicle is leaning to one side or another. Check for any hanging wires underneath or any objects that seem abnormal under the vehicle.

Step 2

Open the hood. Check the engine compartment for oil, fuel, and coolant leaks. Check the belts for wear and check the wiring for any obvious wear and tear. Check the oil and make sure that the oil is sufficient level in the vehicle. Check the brake fluid and windshield washer fluid for proper levels.

Step 3

Make sure that the vehicle is in park, and the parking brake is set. Start the engine and listen for unusual noises. Check the indicator lights and gauges noting any problems indicated. Turn on the headlights, four-way flashers and the interior lights. Open the front and rear doors and check the condition of the driver's controls.

Step 4

Walk around the vehicle and check the headlights (hi and low beams). Check the turn signals (left and right) and check the brake lights. Check all four tires for tread depth (4/32 in the front and 2/32 in the rear or use a penny to check). Check all lug nuts to be sure none are loose (physically touch each lug nut).

Step 5

Check the customer compartment. Check all seats for securement and cleanliness. Check the floor for cleanliness and any slip, trip, or injury hazards. Check all seatbelts for problems. Check all infant carriers and booster seats for cleanliness and securement. If vehicle is equipped with wheel chair equipment, make sure that all securement straps are in place and usable. Make sure that all securement points on the vehicle are accessible and clear of debris and dirt. If equipped with a customer lift, cycle the lift to ensure it is working properly.

Step 6

Complete a service brake check and a parking brake check. To check the service brake, put the vehicle in drive, roll forward approximately 2 feet and step on the brakes. To check the parking brake, put the brake on with the vehicle running, put the vehicle in drive. The brake should hold the vehicle in place.

12. Customer Service

Customer Relations

The importance of good service cannot be underestimated. A point to remember for all drivers is that we provide customer service, in the form of safe, reliable transportation from one point to another. When you provide a service, rather than sell a product, the way you treat your customers determines whether they continue to be loyal customers. It is important to always remember that transportation is a service industry and you are the principal customer service representative.

Customer Expectations

Customers expect us to provide them with vehicles that are safe, clean, comfortable, and well maintained.

Customers expect our transportation service to be safe, reliable, convenient, affordable and well informed.

Customers expect our driver to:

- Provide them with a safe ride
- Deliver them and pick them up on time
- Know the best routes to their destination
- Act in a professional manner
- Be knowledgeable about their needs
- Be knowledgeable about different types of mobility aids
- Be familiar with different types of lifts, ramps, and securement systems

As a professional Ride Right driver you work directly with the public. Drivers perform at the front line for the company. Because you are the Ride Right mobile ambassador, it is your professional customer service skills that will encourage customers to continue to use Ride Right services.

Drivers Must Be:

Drivers must always be courteous, reliable and knowledgeable.

Courteous Drivers

- Always give a cheerful “hello” or “good day” when you meet a customer
- Treat the customer with respect and give them the benefit of the doubt in the event of a disagreement
- Communicate in an appropriate and accurate manor
- Never embarrass a customer
- Always have patience

Reliable Drivers

- Pick up customers on time
- Provide the appropriate assistance boarding and alighting the vehicle
- Maintain their schedules
- Drive defensively

Knowledgeable Drivers

- Provide accurate and appropriate information
- Know the appropriate route to take
- Know the proper assistance techniques to use
- Anticipate, remember and provide the particular needs of customers

As a driver for Ride Right you are frontline customer service representative, it is up to you to fulfill your customer’s expectations about our service. Ride Right expects you to meet and/or exceed these expectations.

Benefits of Good Customer Service

The Ride Right customer is not the only one to benefit from good customer service. Drivers who use good customer service skills benefit from increased respect, support and experience fewer daily frustrations. Good Customer Service will cause customers to be:

- Pleasant while on your vehicle
- Receptive to your instructions
- Support you when dealing with other difficult customers
- Continue to use the service

Customers, Ride Right, and drivers all benefit from good customer service.

- Customers benefit from better service
- Ride Right benefits from increased ridership and customer loyalty
- Drivers benefit from increased customer respect and support

Driver Skills – Preventing Problems Before They Begin

Applying the following skills and techniques will make you successful interacting with customers, and anticipating their needs. One of the keys to great customer service is to prevent problems before they begin.

1. Prepare for the Workday
 - Make sure that you are dressed in a professional manner
 - Inspect your vehicle for any situations that may cause customer complaints
 - Ensure that materials and information are available to your customers
2. Welcome Customers
 - Letting the customer know they are welcome on the vehicle
 - Informing the customer of any service delays or problems that day
3. Listening to Customer Concerns
 - When service problems come up, listen to the customers and understand their complaint
 - Offer customer empathy, don't blame others, and offer a solution when possible
4. Thanking Customers
 - Let customers know that you appreciate their business
 - Build a rapport with the customers through courtesy
 - Be sure to inform your customers of any delays that will occur in coming days

General Guidelines to Remember

- Greet each customer with a friendly hello and a smile.
- Offer assistance in a friendly, non-threatening way.
- Request that each customer considers his or her own personal safety. “Please wear your seat belt” and “watch your step”.
- Offer to assist all customers who have mobility impairments.
- Always avoid conflict with customers and the general public.
- If you cannot satisfy a customer’s concerns, refer the customer to management.
- Do not deviate from the scheduled stop. Dispatch must approve any changes.
- If the driver has any questions in route, they should always call dispatch.

Late/Missed Trip Policies

Any late or missed trip must be reported to Dispatch immediately so that the required documentation can be supplied to the County.

Drivers are required to notify dispatch prior to experiencing a late trip so that they may try to arrange for another vehicle to make the pick up on time.

13. Americans with Disabilities Act (ADA)

What is the ADA? The ADA law is a civil rights law. By enacting the Americans with Disabilities Act of 1990 (ADA) (Revised 2009, 2011), Congress intended that the Act “provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities”

Titles of the ADA

- Title I Employment
- Title II Public Entities State, County, Municipal programs, facilities and Public transportation programs
- Title III Privately operated public accommodations
- Title IV Telecommunications

Person with a Disability ADA Definition

- Physical or mental impairment that substantially limits one or more major life activities
- Being regarded as having an impairment
- Having a record of such an impairment

Basic Purpose

“No entity shall discriminate against an individual with a disability in connection with the provision of transportation service.”

What the ADA Addresses

- Operating Policies and Procedures
- Service Delivery Requirements
- All Providers of Services

Access to Communication

- Provision for people with speech/hearing impairments for access to information provided by telephone
- TDD (Text Telephone)
- Telecommunications Relay Service (PA Relay)
- Not all lines and phone stations, but a sufficient number
- Relay service must operate during all days/hours that voice phone lines are open
- No delays or costs that are not experienced by general public

Access to Information

- All print material also available in accessible formats, Schedules, Information brochures, Rider handbooks, Service bulletins
- Must be made available upon request in a format individual can use
- Availability of telephone information is not adequate substitute for route and schedule information
- Accessible formats include: Braille, Audio Tape, Computer Disk, Large Print

Employee Training

- Requirement to train personnel to proficiency
- Operate vehicles and equipment safely
- Provide level of service as required
- Treat individuals with disabilities in a respectful, courteous way

Training programs must be:

- Appropriate to duties of each employee
- Comprehensive
- Able to evaluate or test each employees understanding

Boarding / Alighting Time

- Adequate time must be allowed for boarding/alighting of customers with disabilities
- Includes adequate time for customers to get to a seat
- No specific boarding order

Lift and Securement Use

- All Wheelchairs and their users must be transported (No longer a definition of “Common Wheelchair”, if it fits it must be transported) If the wheelchair fits it must be transported.
- Securement system may be used to secure wheelchair, if there is a company policy that requires all wheelchairs be secured. You cannot deny service on the basis of difficulty in securing the wheelchair, or because the securement is not effective or satisfactory to the company.
- Must permit standees to use lift to enter vehicle, anyone must be permitted to use the lift if they request it.
- Each securement location must have a 3-point customer restraint system
- Can only require customer lap / shoulder restraint (seat belt) if all customers are required to use one
- Transfer from wheelchair to vehicle seat can be recommended, but is not required.
- Where necessary or requested, drivers must assist with use of: Securement System, Ramp, and Lift, this assistance is required even if the driver must leave his/her seat to do so.

Maintenance of Lifts

- Regular and frequent lift maintenance program must be developed and instituted
- Drivers must report non-operating lifts as soon as possible
- Every effort must be made to repair lifts before the next day of service

Mobility Aids and Life Support Systems

- Service animals must be allowed to accompany customers
- Customers must be permitted to travel with life support, including: Respirators, Portable Oxygen
- Can only deny if to transport would violate rules concerning the transportation of hazardous materials

Additional Charges

- Special fares and charges, beyond those required of other riders, cannot be imposed on people with disabilities
- Stowing wheelchairs
- Toll-free number, but not for TDD
- No processing fee for ADA eligibility applications can be assessed

Refusing Service to Customers with Disabilities

- Service can only be refused, conditioned or suspended if an individual engages in: Violent, Seriously Disruptive or, Illegal Conduct
- Behavior that offends, annoys or inconveniences other customers is not “seriously disruptive”
- Service must be provided regardless of liability concerns, insurance coverage conditions or rates

Fixed Route

- Priority seating must be provided
- Others can be asked to vacate their seat for an ADA customer, but they cannot be forced to do so. Use of priority seating cannot be required

Permitting Riders to Disembark

- Individuals who use wheelchairs must be permitted to disembark at any stop unless:
 - The lift cannot be deployed
 - The lift would be damaged if deployed
 - Temporary conditions, not within the control of the transit authority, prevent the safe use of the stop by all customers

Announcement of Stops

- Operators must announce stops at: Major transfer points with other routes
- Major intersections/destination points, and points of interest (Landmarks)
- Sufficient intervals along the route to permit orientation
- Any stop requested by the customer must also be announced

Identifying Vehicles and/or Customers

- At stops that service more than one route, method of communication required to:
- Permit people with disabilities to identify vehicle OR
- Permit operators to identify customers seeking to ride on their vehicle
- Transit authority must facilitate the communication process
- Customers have responsibility to cooperate in the use of communication devices such as cards

Maintenance of Lifts

- Inoperable lifts must work before vehicle returned to service UNLESS: No spare available
- No more than 3 days in urban areas (>50,000)
- No more than 5 days in rural areas (<50,000)
- If headways exceed 30 minutes on routes with inoperable lift, alternative transportation must be provided: Accessible supervisor vehicle, Paratransit, Another bus

Provision of Complementary Paratransit Service

- Public entities providing non-commuter, fixed route service to the general public
- Paratransit comparable to fixed route service (as defined) for people with disabilities unable to use fixed route service
- All systems must now be in full compliance, as of (January 1997)

14. Sensitivity & Etiquette for Communicating with Persons with Disabilities

Remember that a person who has a disability is a person, just like anyone else.

Do not assume anything. If you have a question about what to do, how to do it, what language or terminology to use, what assistance to offer, ask the person with the disability. That person should be your first and best resource.

Offer assistance, quietly and tactfully, respect the person's right to reject help or to indicate the kind of help needed.

If you cannot assist in the way that is asked, be open in discussing this with the person with the disability. You have a right to set limits on what you can and cannot do.

If the person talks about the disability engage politely without prying. Be guided by the wishes of the person with the disability.

Appreciate what the person can do. Remember that difficulties the person may be facing may stem more from society's attitudes and barriers than from the disability itself.

Be considerate of the extra time it might take for a person with a disability to get things said or done. Let the person set the pace in walking or talking.

Speak directly to a person who has a disability. Don't consider a companion or interpreter to be a conversational go-between.

Don't move a wheelchair, crutches, or other mobility aids out of reach of a person who uses them.

Never start to push a wheelchair without first asking the occupant if you may do so.

Before deciding whether or not to push a wheelchair up or down a step, curb, or other obstruction, ask the person if and how he or she wants you to proceed; and be respectful of your own limitations.

Don't lean on a person's wheelchair when talking; it is an invasion of personal space. Don't pat a person in a wheelchair on the head; that is patronizing.

Give full, unhurried attention to the person who has difficulty speaking. Don't talk for the person, but give help when needed. Keep your manner encouraging rather than correcting. When necessary, ask questions that require short answers or a nod or shake of the head.

Don't pretend to understand a person with a speech difference when you do not. Don't be afraid to let the person know that you do not understand. Be patient, not only with the person with the disability but also with yourself.

Speak calmly, slowly, and distinctly to a person who has a hearing problem or other difficulty understanding. Stand in front of the person, speak directly to the person, and use natural gestures to aid communication. When full understanding is doubtful, try writing notes.

Do not pet or otherwise distract dog guides; they are working and must not be distracted.

Be alert to possible existence of architectural barriers in places you may want to enter with a person who has a disability. Watch for inadequate lighting, which inhibits communication by persons who have hearing problems.

15. Customer Service / Wheelchair and Mobility Assistance / Securement / Sensitivity

The objective of this training is to provide instructions on how to maneuver customers using mobility devices, operate the wheelchair lift, guidelines for boarding ambulatory customers using the lift, provide driving tips for transporting customers using mobility devices, and teach sensitivity for interactions with customers.

Safety Responsibility

As providers of transportation services to individuals utilizing mobility devices, it is our responsibility to ensure that all necessary steps are taken to ensure customer safety. This means following all the rules and procedures pertaining to mobility device securement. There is no room for exceptions when it comes to maneuvering, securing and transporting mobility devices, you must follow the Ride Right policy.

Personal Space Issues / Communication

When providing service to customers in mobility devices, communication is a key to our success. Communication enables us to do two things:

1. Obtain information that allows us to safely assist the customer without violating independence.
2. Helps us develop a trust factor between the vehicle driver and the customer.

When assisting customers in mobility devices, it is important to remember to speak directly to your customer. Often you may find yourself addressing a caregiver rather than the customer directly. Making direct eye contact with the customer goes a long way toward establishing trust. In addition, if the customer is non-verbal, it is essential for you to observe their response (facial expressions, hand gestures, etc) in order to gauge their overall comfort level.

Communicate every action before hand, sudden movements can be disconcerting for any customer, particularly those in mobility devices. If every action is communicated and approved by the customer, the possibility of misinterpretation will be limited. Develop the habit of asking permission before touching the mobility device. This shows respect for the customer's right to

choose. It should never be forgotten that the mobility device is an extension of the customer. Touching the mobility device without permission is no different than touching the customer without permission.

When providing assistance to the customer to or from the vehicle it is a good idea to engage the customer in conversation. This technique gives you the opportunity to gather important information such as is it the customer's first time using the service. This information greatly enhances the driver's ability to provide safe, efficient service. Be sure to keep your conversation professional in nature. Avoid discussing personal details such as marital status. Do not develop personal relationships with customers.

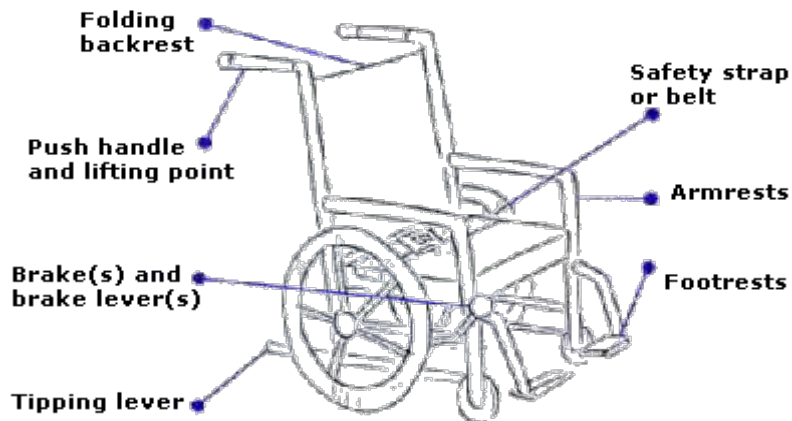
When assisting customers onto the lift, it is important to communicate every step in the process. A customer in a mobility device has the right not to be controlled by another person. This is true even for the simple act of reaching around to lock the mobility device brakes. This act has the potential to cause discomfort if the customer is not prepared for the action. Remember, if communication is used prior to action, there will be less potential for misinterpretations.

Securing mobility device customers into the securement positions is where the greatest number of personal space issues comes into play. Once again, communication is the key to success. The most sensitive aspect of this procedure is the securement of the lap restraint. It is important to inquire as to whether or not the customer is able to secure their lap restraint on their own before making any attempt to do this for them. If you are aware that the customer is not able to secure the lap restraint, it is critical that you bring the belt to its fully extended position as you place it around them to avoid contact with sensitive areas. Along with communication, this technique will help ensure that your intentions are clear.

Safety Note: *No matter if the customer or the driver secures the lap restraint, it is the responsibility of the driver to ensure the restraint is secured properly.*

These communication techniques should be used no matter what the perceived level of disability the customer may be. Simply because a customer may be severely disabled does not necessarily mean they are not aware of their surroundings. Communication is the key to any successful trip. If dialogue is continuous, the driver will leave little room for the customer to misunderstand the intent to respectfully perform his/her job duties.

Components of a wheelchair



Maneuvering Customers in Mobility Devices

Body Mechanics

Vehicle drivers can safely maneuver mobility devices without injury by using proper body mechanics. The following steps apply:

1. Be sure to be directly behind the wheelchair before attempting to move it.
2. Position your feet shoulder distance apart, with one foot slightly forward.
3. Always push instead of pulling.
4. Use leg muscle instead of back muscle.

Choice of Path

It is important to choose a good path when maneuvering wheelchairs and other mobility devices. Choose the best path for maneuvering. Smooth, firm, dry, and clean paths make maneuvering a wheelchair or mobility device easier. When possible, avoid surfaces that are rough, soft, wet, slippery, or dirty.

Curbs

Maneuvering wheelchairs and other mobility devices up and down curbs is dangerous if the proper procedures are not used. If the service requires that customers be transported up and down steps, be sure you use the actions necessary to accomplish this task safely.

Maneuvering Up a Curb



1. Position the wheelchair facing the curb.
2. Slowly, push your foot down on the tipping lever, while pulling down and back on the push handles.
3. Pull back far enough until the wheelchair is balanced on its rear wheels and the caster wheels are higher than the curb.
4. Roll the wheelchair forward until both rear wheels are in contact with the curb.
5. Lower the wheelchair until the casters touch and they are straight.
6. Lift up on the push handles and push the wheelchair forward using the strength of your legs, not your back.

Maneuvering Down a Curb



1. Position the wheelchair facing away from the curb (back to the street) lean into the wheelchair.
2. With your hands gripping the push handles, carefully place one foot onto the lower surface.

3. Pull the wheelchair towards your body, slowly back the rear wheel down the curb using the muscles in your legs. Do not use the strength of your arms or back. You may use your hip to help balance the wheelchair.
4. One the rear wheels are on the lower surface, pull the wheelchair into a neutral balance position; continue to guide the wheelchair backwards until the casters are clear of the curb.
5. Place the casters onto the ground straight and continue maneuvering the wheelchair.

Safety Note: Always look for alternatives to maneuvering over curbs and steps, even if it means walking a bit further.

Ramps

When maneuvering chairs and other mobility devices up and down ramps, you should always be positioned on the down side at the customers back. This will enable you to push the chair forward up the ramp and back the chair down the ramp.

Multiple Steps

We are to do everything possible to avoid maneuvering customers in mobility devices up and down multiple steps. If a situation is encountered that calls for maneuvering a customer in a mobility device up or down more than one step, contact dispatch for assistance. Under no circumstances is the vehicle driver to attempt to maneuver up or down multiple steps without assistance.

Wheelchair Lift Operation and Loading Procedures

Loading Customers onto the Wheelchair Lift

Ride Right strongly recommends that customers using mobility devices should face away from the vehicle when using the customer lift. The customer can elect to ride the lift in any other position they choose. Loading facing away from the vehicle provides the following advantages:

1. The majority of the weight is concentrated toward the supported end of the platform; therefore, there is less sway.
2. There is less chance that the feet of the customer will get caught in the gap plate as the lift rises to floor level.
3. The vehicle driver can maintain better control by having access to the hand grips of the wheelchair.
4. The wheelchair is in proper position to be rolled straight backing into the securement position in the vehicle.

Wheelchair Lift Operation

These are the steps that should be followed when using the customer lift.

1. Position the vehicle on a level surface where the lift rests on the sidewalk whenever possible.
2. Shift vehicle into park.
3. Set the emergency brake.
4. Turn on the emergency flashers.
5. Turn control switch for the customer lift to the lift position (varies depending on model).
6. Ensure the customer is clear of the lift and that their wheelchair brakes are set.
7. Open the lift doors, unfold the lift, and lower the lift to the ground.
8. Standing at the back of the wheelchair, back the wheelchair onto the lift and set the brakes. Make sure the chair restraint is in the up position on the lift platform.
9. Secure the restraining belt on the lift (if equipped with one).
10. Raise the lift to the floor level with one smooth operation.
11. Re-enter the vehicle.
12. Unlock the brakes on the wheelchair, keeping a hand on the wheelchair.
13. Pull the wheelchair back into the vehicle, off of the lift.
14. Once inside, move to the front of the wheelchair and guide it into position for securing.
15. Lock the brakes when position properly and proceed to secure the chair with the securement system.
16. Before returning to the driver seat, check all belts and securement points for tightness and proper alignment.

Manual Lift Operation

If the power to the lift malfunctions, it is important that vehicle drivers know and understand how to manually operate the lift. This procedure for manual operation varies depending upon the manufacturer and model of the lift in use. Please refer to your trainer and vehicle for instructions.

Securing Customers in Mobility Devices

The Four Point Securement Process

All mobility devices must be secured using a four point securement system. Two of the securement straps must be ratchet types. Straps must be fastened to the frame of the chair. Never fasten straps to the wheels.

1. Attach one end of the securement strap to the rear floor and secure the other end to a solid part of the wheelchair frame as high as practical (The goal should be to form a 45 degree angle between the straps, the floor, and the chair).

2. Tighten the straps while pulling the chair toward you. Move to the other side and secure the straps in the same manner.
3. Pull the wheelchair in the direction of the securement tightening the strap until you are sure all the slack is removed.
4. Test for tightness by trying to move the wheelchair back and forth. The back and forth method allows for a backward and downward pull on the mobility device.
5. After the rear belts are secure, attach a strap to the front track on each side of the wheelchair. Attach these straps to a solid part of the frame in front of each side and pull them equally tight.
6. Check for any loose fittings, slack or connections that may not hold. Remove the slack, and if necessary, repeat the process to ensure the securement straps are properly placed.
7. Ask to have the customer use the lap / shoulder restraint.

Power Wheelchairs

The same principals apply for power wheelchairs. Please ask the customer to disengage all switches and belts before loading the wheelchair onto the lift. To disengage a power chair, move the belt release handle on each side forward or backward (depending on model). The belts should release from the pulleys and the wheelchair will be inoperable. Ask to have the customer use the lap shoulder restraint.

Some power wheelchairs cannot be disengaged. When this situation occurs, extra caution must be taken to turn off the power and set the brakes firmly once the power wheelchair is on the lift.

Three Wheel Mobility Devices

While attempting to secure a three wheel mobility device, if you disengage the power, on most models the brakes will automatically come on and it will not move. When attempting to load the customer and the mobility device onto the lift, ask the customer to back the mobility devices onto the lift.

1. Place a lap restraint belt, if equipped, around the customer and the seat before loading onto the lift. Follow the lift securement procedures and lift in one smooth motion.
2. Once the lift has been raised, maneuver the mobility device firmly against the wall or folded seat area on the vehicle.
3. Lock the swivel seat of the mobility device in the forward facing position.
4. Attach two securement straps to the floor at the rear of the mobility device a sufficient distance from each side to provide equal pull to the left, right, and rear.

5. Loop these straps through the securement points provided on the mobility device or the seat post near the base.
6. Pull the straps tight.
7. Move to the front of the mobility device and attach the front securement straps to the floor a sufficient distance from the mobility device providing equal pulling from each side.
8. Loop the straps through the securement space provided, or if necessary, place both around the steering post. (Do not place the straps above any flexible joints which may be part of the steering post).
9. Pull the front straps tight to ensure equal pressure in all four directions.
10. Ask to have the customer use the lap / shoulder restraint.

Other power mobility devices:

You may encounter power mobility devices that have more than four wheels or less than three wheels. When you encounter these mobility devices the same rules apply and are required as with other devices, use a four point securement to a fixed location on the device and ask to have the customer use the lap / shoulder restraint. For any questions when encountering a new device call dispatch for additional assistance.

Safety Notes:

Straps are not to be fastened to removable parts of the mobility device, nor are they to be fastened through the spokes of the wheels. Straps should never be crossed from the floor to the mobility device.

Body Mechanics – When tightening straps, kneel, keep your back straight, and pull upon the straps to tighten.

Never attempt to lift a mobility device. They are designed to roll.

Shoulder Harness – If the vehicle is equipped with a shoulder harness, it should be secured on all customers using mobility devices.

Transferring Customers from Mobility Devices into Seats

Some customers may be capable of transferring from their mobility device to a seat in the vehicle. Customers who choose to transfer may do so, provided they can do it without assistance from the vehicle driver.

The mobility device must be stored and secured in a safe location by the vehicle driver. This can be accomplished by securing the empty device as if it were occupied.

When transporting customers in mobility devices, vehicle drivers need to remember the following facts:

1. Centrifugal force (outwards) is exerted on wheelchairs when the vehicle goes around a corner. The occupant of the chair may feel he or she is being pulled forward out of the chair, or that the chair may tip backward, depending upon the direction of the turn.
2. Slow, steady turns must be made. (5 MPH is maximum speed on a turn). Do not brake in the turn process. Brake before the turn then lightly accelerate during the turn.
3. Wheelchairs pick up road shock each time the vehicle hits a bump. Care and judgment are needed to avoid unnecessary bumps or potholes. If a road is unavoidably bumpy, slow down and ease the vehicle through.
4. Stopping and starting the vehicle exerts pressure on the sides of the wheelchair and its occupant.
5. Fast movement in either direction may bruise or injury a customer if they are thrown sideways against the armrest of the wheelchair.
6. Vehicle starts should be steady and even. Stops should begin back far enough to prevent the customer from feeling a hard backward movement.

The bottom line for driving a vehicle carrying mobility devices is to strive for smoothness and safety. Smoothness is a product of proper speed for all conditions. Vehicle drivers should place safety first and schedule second to avoid driving too fast for safe transportation of customers in mobility devices.

Ambulatory Customer boarding using the Lift

Any person requesting the use of the lift must be allowed to use it. When ambulatory customers request boarding, the following steps are to be followed:

1. The vehicle should be positioned so the lift will rest on level ground.
2. Instruct the customer to stand on the lift. We recommend that customers stand and hold onto the grab rails, facing the vehicle.
3. Be sure to notify the customer before you begin to raise the platform.
4. Notify the customer that you will place your hand just behind their back as a safety precaution while operating the lift, to prevent a fall.

Bus Kneeling Procedure

All vehicles equipped with a kneeling feature should be used in the following manner:

- Place the vehicle in park and set the parking brake.
- The vehicle should be positioned so it will be above level ground.
- Notify the customer that you are about to lower the height of the coach.
- Be sure to lower the vehicle completely before allowing customers to board.
- Raise the bus back to normal height prior to moving bus and resuming travel.

Wheelchair / Mobility Device Securement Policy

The objective of this policy is to have “zero” injuries and incidents to our customers from unsecured or improperly secured mobility devices.

Responsibility

The procedures discussed in this policy are to be considered as the minimum acceptable standard to be followed. It is the responsibility of all vehicle drivers to ensure that all mobility devices are secured from uncontrolled movement prior to placing the vehicle in motion.

It is also the responsibility of local management team to advise, instruct, and enforce the policy as well as provide the necessary materials and training to enable employees to adhere to this policy.

Policy

The customers who ride in our vehicles depend on us for safe, caring, reliable, transportation. Therefore, vehicle drivers are to ensure that all mobility devices (wheelchairs, 3 wheel devices etc.) are secured from uncontrolled movement prior to placing their vehicle in motion. All mobility impaired customers using such devices are to be loaded, secured, and transported and unloaded according to company policy and training.

Disciplinary Actions

Any vehicle driver who fails to perform to this policy in securing, loading, transporting, or unloading any customer using a mobility device will be subject to discharge regardless of injury or non-injury to any customer. All incidents of this type will be investigated and reviewed prior to any action taking place.

I have read and understand the Wheelchair / Mobility Device Securement policy and will abide by the instructions that are enclosed.

Signature of Employee: _____

Printed Name: _____ Date: _____

16. Emergency Procedures / Communications

It is very important to know what to do during an emergency, and to know the procedures to follow, and how to contact someone for help.

The following is Ride Right's definition of a collision and/or incident:

A collision is contact with any object, vehicle, or person in which any damage has been incurred by either party involved.

An Incident is any collision in which no damage is incurred by either party involved, or any other miscellaneous damage incurred while not operating the vehicle. Incidents also include slips, trips and falls by customers on the vehicle and during boarding and alighting.

The following are DOT / FTA definitions for a collision:

Collision with Vehicles is an incident in which a vehicle strikes or is struck by another vehicle. Collision with people is an incident in which a vehicle strikes a person (suicides not included). Reports to FTA /DOT are made if the collision results in a death, injury, or property damage over \$1,000.00.

The primary responsibilities of a Ride Right driver during an emergency procedure is to protect yourself and the customers on your vehicle, and then to protect the vehicle and company property.

Procedures to Follow After a Collision / Incident

After a collision / incident, Ride Right drivers are required to follow these procedures.

Step 1 – Remain Calm

- Remain professional
- Remember to make clear statements

Step 2 – Assess the Situation

- Determine if there are any injuries
- Check for fire hazards
- Check for danger from traffic

Step 3 – Protect People then Property

- Do not move the vehicle and ask the other drivers not to move their vehicles.
- Evacuate the vehicle if necessary.
- Gather information for dispatch (exact location, bus number, etc)
(Throughout the collision situation, you must be concerned with preserving evidence that will protect us against fraudulent liability claims. Do not move the vehicle until directed to do so by the police or your supervisor.

Step 4 – Obtain Help / Call into Dispatch

- Give information to dispatch concerning:
 - The location of the collision including your direction of travel
 - Your name and vehicle number
 - A very brief description of the collision

Step 5 – Reassure and Assist Your Customers

- Comfort and reassure your customers
- Inform them about the nature of the collision
- Tell them there is no danger of fire (if you are sure there is none)
- Let them know that you have notified the proper authorities and they are on their way
- Administer first aid as needed

Step 6 – Secure the Scene

- Set up emergency triangles
- Account for all customers
- Do not move a severely injured person unless the danger of fire or passing traffic makes it necessary
- Be prepared to calmly handle a customer who may become hysterical, go into shock, or have a heart attack.

Step 7 – Gather Information From:

- Customers
- Police Officers (information that is needed to complete the collision reports)
- Emergency Personnel
- Witnesses
- Other Drivers

Use your driver's accident / incident reporting kit to collect all of the necessary information. This information will be used to complete reports to the insurance company as needed.

Emergency Management

If an emergency occurs, you as the leader must take actions necessary to protect your customers, yourself, and your vehicle. Fortunately, we are not confronted with handling fires, robberies, and other emergencies every day. No two emergencies are the same and experience is the only way to gain knowledge of how to behave in an unfolding emergency. In an emergency, you must immediately take action. There are four basic types of emergencies that we can encounter:

- Fires
- Medical Emergencies
- Threats of violence and robbery
- Collisions

You can manage emergencies by practicing the Seven Basic Emergency Management Steps:

1. Remain Calm
2. Assess the Situation
3. Protect the People, then Property
4. Obtain Help – Call Dispatch
5. Reassure and Assist your Customers
6. Secure the Scene
7. Gather Information

Emergency First Aid

If you are involved in, or come upon a personal injury collision and no emergency medical personal is on the scene, you should try and help the victims. If emergency medical assistance is already on the scene, follow their instructions and pay close attention to the road and traffic control officers – not the collision.

Basic First Aid should be used if emergency help is not immediately available. Remember to call 911 only when needed. If you have to use Basic First Aid, you should:

- Administer basic first aid
- Try not to move injured persons
- Perform CPR if necessary
- Apply pressure to wounds to stop bleeding
- Cover the victim with a blanket or a coat to maintain body temperature and help prevent shock.

Emergency Evacuation

Your first and most important responsibility is to protect your customers and yourself. In case of fire or collisions, a speedy evacuation could be critical. If you must evacuate, follow these steps:

- Get every ones attention. Tell everyone that there is a chance of fire or there is a fire. Tell them that they will have to leave the vehicle.
- Give clear directions and point where to go.
- Verify the direction you want them to go to is safe.
- Direct the evacuation, use hand signals if needed.
- Be clam, give instructions to assist customer off your vehicle and not to pull them. Account for your customers.
- Ask a customer or passerby to lead the group to the place you designate. If possible get 100 feet from the vehicle.
- Keep the customers in a group and as far away from the vehicle and traffic as possible.
- Do not allow smoking near the vehicle.
- If you have a vehicle with a lift, remember the lift will not work with the power off.
- You may have to cut or remove all customer restraints and leave mobility devices behind.
- You may have to carry or drag a customer with a disability from your vehicle.
- Direct other customers to assist if necessary and possible.
- If someone refuses to leave the vehicle, be prepared to drag them off.

In order to eliminate confusion and misunderstanding during radio communications the use of 10 codes will be minimal and the preferred method for communication is through common spoken word.

10 codes common for use are:

10-4 Acknowledgment of message received and understood

10-9 Repeat message

10-19 Return to Base

10-20 What's your Location

These codes may be used but are not required, common spoken word is the most accurate and universal way to communicate your needs. However be sure to be quick, efficient and to the point when communicating your needs, so the radio is not tied up preventing others from calling in an emergency.



Incident / Injury Report Form

Date of Injury: _____ Location: _____ Time of Day: _____

Employee Name: _____ Date of Hire: _____ Date of Birth: _____

Employee Address: _____

Employee Phone: _____ Employee Title/Job: _____

Please use the space below and give a description of the incident / injury:

Employee Signature (& date): _____

Supervisor Signature (& date): _____

Intentionally Left Blank



Accident Report

The Ride Right Accident Report Form:

- Must be completed whenever a Ride Right vehicle is damaged or is involved in an accident.
- Must be completed by the driver involved by the end of their shift; no later than 24 hours post-accident with prior approval from supervisor.
- Is for Ride Right use only and is not meant to supersede any official state accident report form.







Date of Accident:		Time of Accident:		Route Number:	
Ride Right Driver's Name:		Driver's License Number & State Issued:		Date of Hire:	
Ride Right Driver's Address:		Ride Right Driver's Phone Number:		Date of Birth:	
Vehicle Information: (Year / Make / Model / Color)		Vehicle License Number & State Issued:		Vehicle VIN Number:	
Accident Location & Ride Right Vehicle Damage	Day of Week:	Accident Location Address	Time of Day Conditions: <input type="checkbox"/> Sunrise <input type="checkbox"/> Daytime <input type="checkbox"/> Dusk <input type="checkbox"/> Dark		
	Describe Damage to the Ride Right Vehicle:				
Type of Accident: <input type="checkbox"/> Head-On <input type="checkbox"/> Side-swipe <input type="checkbox"/> Intersection <input type="checkbox"/> Rear-end <input type="checkbox"/> Overturn <input type="checkbox"/> Off-Road <input type="checkbox"/> Backing <input type="checkbox"/> Other (specify):					
Weather Conditions: <input type="checkbox"/> Sunny <input type="checkbox"/> Overcast <input type="checkbox"/> Rain <input type="checkbox"/> Snow or Ice <input type="checkbox"/> Other (please specify):					
Road Conditions: <input type="checkbox"/> Dry <input type="checkbox"/> Wet <input type="checkbox"/> Snow or Ice covered <input type="checkbox"/> Mud or Dirt <input type="checkbox"/> Stone or Gravel <input type="checkbox"/> Other (please specify):					
Region Type: <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Other			Type of Road: <input type="checkbox"/> City Street <input type="checkbox"/> Country Road <input type="checkbox"/> State Hwy. <input type="checkbox"/> Interstate Hwy. <input type="checkbox"/> Gravel Road		


Ride Right Passenger Information	#1	Name:	Position in Vehicle:	Age:	Gender <input type="checkbox"/> M <input type="checkbox"/> F
		Address:	Was passenger injured? <input type="checkbox"/> YES <input type="checkbox"/> NO	Describe Injury	
	#2	Name:	Position in Vehicle:	Age:	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Address		Was passenger injured? <input type="checkbox"/> YES <input type="checkbox"/> NO	Describe Injury		
#3	Name:	Position in Vehicle:	Age:	Gender <input type="checkbox"/> M <input type="checkbox"/> F	
	Address	Was passenger injured? <input type="checkbox"/> YES <input type="checkbox"/> NO	Describe Injury		
Ride Right Passenger Information	#4	Name:	Position in Vehicle:	Age:	Gender <input type="checkbox"/> M <input type="checkbox"/> F
		Address	Was passenger injured? <input type="checkbox"/> YES <input type="checkbox"/> NO	Describe Injury	
	#5	Name:	Position in Vehicle:	Age:	Gender <input type="checkbox"/> M <input type="checkbox"/> F
		Address	Was passenger injured? <input type="checkbox"/> YES <input type="checkbox"/> NO	Describe Injury	
#6	Name:	Position in Vehicle:	Age:	Gender <input type="checkbox"/> M <input type="checkbox"/> F	
	Address	Was passenger injured? <input type="checkbox"/> YES <input type="checkbox"/> NO	Describe Injury		

FIELD SKETCH OF ACCIDENT / INCIDENT

Draw a complete sketch showing how and where the *incident* occurred. Use symbols where appropriate. Show street names and use arrows to show the direction of travel. Indicate the point of contact with an "X". Include traffic devices.

NOTE: Draw your sketch using the top of the graph box below as NORTH.

Ride Right Vehicle 	OTHER VEHICLE (S) 	Stop Sign 	Yield Sign 	Stop Light 	Traffic Sign 	+ = Pedestrian ① = Witness (by number)
--	---	---	--	--	--	---

NOT TO SCALE	NORTH 
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17. HIPAA – Health Insurance Portability and Accountability Act

HIPAA Objective

The objective of this training session is to increase your understanding on what medical information is confidential and cannot be discussed. The privacy policy established by Ride Right applies to everyone, not just administrative employees, but drivers, clients, and customers.

What is PHI?

“Protected Health Information” (PHI) is any health information created or received by health plans or by Ride Right that can identify one of our employee’s or customers.

This information:

- Must relate to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual or the past, present, or future payment of a health care plan.
- Can be in any form, written on paper, displayed or stored on a computer, or spoken in conversation.

This form of information can be:

- Patient names or medical records, customer names and medical conditions on a manifest.
- Customer names on medical records that show medical conditions.
- Medical Records numbers.
- Health plan beneficiary number.
- Address and zip codes.
- Phone numbers, email address, fax numbers, IP addresses.
- License numbers.
- Full face photographic images.
- Social Security numbers.
- An email that discusses the medical condition of our customers or employees.

What you must not do:

Drivers cannot discuss a customer’s healthcare or related information without the customer’s written authorization through our client. The only exception to this is for the safety of the customer and the related special equipment that they may need. Information beyond this exception should be discussed with Ride Right PHI Manager.

Ride Right policy specifies that location Managers, Directors, and Supervisors cannot discuss healthcare issues, claims, or healthcare information without the employee's written permission.

You May Never:

- Discuss whether an employee's medical condition is covered under the company's health plan with another employee.
- Discuss the cost of a claim or any other claim in details with any other manager, supervisor, or employee.
- Discuss the cost of a claim or any other claim details about customers with any other customer, manager, supervisor, or other employee.
- Use PHI other than as permitted under our policies and procedures.
- Use an employee's PHI for "employment related" actions. (For example evaluations, promotions, or hiring/firing).

You Can Discuss:

- Pre-employment physical related issues.
- Substance Abuse test results.
- FMLA leaves.
- ADA Accommodations.
- 401 K withdrawals for health reasons.
- Health Oversight activities.
- Certain organ, eye, or tissue donations.
- Information necessary to avert serious threat to health or safety. This includes the safety of our customers, loading and unloading issues.
- Special government functions.
- Worker Compensation issues.
- Public Health Activities.
- Law Enforcement needs.
- Family representatives regarding a death situation.
- Information relevant to victims of abuse or domestic violence.
- Judicial proceedings.

How will the Privacy Act Affect You?

- Keep all PHI Information out of sight.
 - Cover it on your desk.
 - Lock it in a cabinet or desk.
 - Secure your computer.
 - Don't let manifest out of your sight.

- Keep it quiet.
 - Don't discuss issues in public places.
 - Don't discuss issues in drivers room.
 - Don't discuss issues with other customers.

- Watch your emails.
 - Sensitive information should be sent to the appropriate people.
 - Always verify email addresses before you send any information.
 - Verify who wants information and only send the minimum information.

The rule of thumb: If an issue or concern is not part of your regular job duties, and is not directly related to the employment process, then it probably isn't appropriate for you to discuss health related matters.

Our Privacy Pledge

Our privacy policy and practices will protect certain confidential health information known as "Protected Health Information" (PHI). An employees or customers PHI will not be used or disclosed without a written authorization from the employee, customer, or customer except as permitted by Federal and State health information privacy laws.

Remember

- PHI covers both our employees of all types and the customers we carry.
- Do not discuss medical information with other employees or customers.
- PHI can be in many forms such as faxes, emails, customer manifests, ID numbers, etc. Be careful where and how this information is displayed.
- PHI cannot be discussed without written permission of the employee or customer.
- You may discuss health policies and health issues that are related to the safety of our customers and that will help you manage your employees such as justification for sick time.

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HIPAA CONFIDENTIALITY STATEMENT

I, _____, as an employee of Ride Right, LLC I, hereby certify that, within the last twelve months, I have received training regarding company confidentiality policies, including training regarding the company's obligations under federal and state law; including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated there under (collectively, "Privacy Laws"). I further acknowledge and agree that as an employee I will comply with the confidentiality policies, which provides as follows:

All information regarding members, recipients, contractors, employers, clients, customers, and others with Ride Right, LLC has a business or fiduciary relationship ("Protected Parties") is private, confidential and privileged in accordance with the privacy laws, and in accordance with company policies and procedures, including, without limitation, verbal, electronic, telephonic, and written information such as documents, records, medical records, discussions, recorded messages and video tapes.

I agree that I will comply with all privacy laws and privacy policies. I further agree that I will not use or disclose any information obtained by me in the course of my employment with the company other than to perform my duties as an employee of Ride Right, LLC.

I recognize that if I use or disclose information other than to perform my duties as an employee of Ride Right, LLC, or as otherwise authorized or directed by a member of executive management, I may be subject to civil or criminal fines and penalties and to disciplinary action, including, without limitation, the termination of my employment with Ride Right, LLC.

Employee Signature: _____ Date: _____

Print Name: _____



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18. Unlawful Workplace Harassment

Ride Right strives to provide a work environment that is pleasant, health, comfortable, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort, verbal, physical, and/or visual will not be tolerated. Every employee of Ride Right has a right to freedom from harassment and/or discrimination in the workplace. Ride Right does not condone, or tolerate harassment and/or discrimination of any kind whether based upon race, gender, religion, national origin, engagement in a protected activity etc. Any employee who violated this policy will be subject to disciplinary action up to and including termination of employment. Ride Right prohibits any act of retaliation against employees who make reports or complaints in good faith.

What is Harassment?

- Can take the many forms such as words, signs, jokes, pranks, intimidation, physical contact, or violence.
- Harassment is not necessarily sexual in nature.
- May include unwelcome sexual advances, requests for sexual favors, other verbal or physical contact of a sexual nature when such contact creates an intimidating environment, prevents an individual from effectively performing the duties of their position, or when such conduct is made a condition of employment or compensation either implicitly or explicitly.

In addition, Sexual Harassment may include but not limited to the following: sexual innuendo, touching, patting, sexual suggestive remarks or other verbal abuse about gender, demands for sexual favors, sexual assault, offensive materials or language, threats or actual reprisals for rejection or sexual advances.

Ride Right employees are responsible for keeping the work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it must report it to Human Resources immediately. When Ride Right becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action whether or not the victim wants the company to do so.

Ride Right accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. Ride Right will not provide legal, financial, or any other assistance to an individual accused of harassment if legal complaint is filed.

What to Do?

If an employee feels that he/she has experienced harassment, the incident should be reported immediately to Human Resources – 888-561-8747, Ext 5579. Appropriate investigation and if found necessary, severe disciplinary action will take place for any employee found to have harassed a fellow employee.

All reports will be promptly investigated with due regard for the privacy of everyone involved. Ride Right will take any and all additional action necessary to appropriately correct situations which contributed to the situation. Ride Right will not retaliate against any employee who makes a good faith report of alleged harassment even if the employee was in error.

Reporting:

Step 1

Contact HR at 888-561-8747 Ext 5579. This call will start the investigation of your complaint. Your complaint will be investigated as soon as practical from the time you report it.

Step 2

Please keep your call confidential. HR (or there representative) will be in contact with you to review your complaint. All investigations will be completely as quickly as it can be.

Step 3

Findings will be reviewed and actions taken after all concerned have been interviewed and facts are confirmed.

Signed: _____

Printed Name: _____

Date: _____

Copy to File

Copy to Employee



19. Customer Interaction Policy

Ride Right LLC is committed to treating our customers with respect, dignity, and courtesy. This commitment and the nature of our business require that the relationship between Ride Right LLC employees and customers be strictly professional. To preserve the safety, security, and trust of our customers, and to minimize claims of harassment or the appearance of impropriety, your interactions with customers must be free from personal relationships, conversations, or conduct that could be construed as harassment, abuse, or otherwise inappropriate.

Examples of prohibited conduct which will result in discipline action, up to and including immediate termination include:

- Sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature.
- Threats, abuse, coercion, or intimidation of any nature
- Use of profane abusive or insulting language
- Accepting or offering any gifts, invitations, or favors of any kind
- Discussing your personal life, or the customer's personal life
- Dating or meeting a customer for personal reasons on or off duty

The reasons listed for discipline and discharge above are examples only and are not meant to, and do not include, all reasons for which an employee may be disciplined or discharged.

If you have any questions concerning this policy, please contact your Manager or Director.

Employee Name (Print): _____

Employee Signature: _____ Date: _____

20. Personal Electronic Device / Cell Phone Policy

The Ride Right policy on the use of personal cell phones / texting devices/ pagers and all hands free cell phone equipment (blue tooth) is that they are strictly prohibited from use while driving a company vehicle. Personal cell phones, texting devices, pages and all hands free equipment should be turned off (not on vibrate or silent mode) while a driver is in control of a company vehicle

If there is an emergency regarding family, please give the dispatch phone number to family members to contact you while in service. Dispatch will contact you using the company provided equipment.

Any violation of this policy will result in disciplinary action up to an including termination.

Signed: _____

Print Name: _____

Date: _____

21. Radio Communication Policy

All radio communication must be handled through the dispatch communication center, and should be concise and professional at all times.

When communicating with dispatch please make an initial call and wait for their response back, with an acknowledgement to proceed with information.

When the conversation is completed, or received, acknowledge and clear the air for others to use it.

In order to eliminate confusion and misunderstanding during radio communications the use of 10 codes will be minimal and the preferred method for communication is through common spoken word.

10 codes common for use are:

- 10-4 Acknowledgment of message received and/or understood
- 10-9 Repeat message
- 10-19 Return to Base
- 10-20 What's your Location?

These codes may be used but are not required, common spoken word is the most accurate and universal way to communicate your needs. However be sure to be quick, efficient and to the point when communicating your needs, so the radio is not tied up preventing others from calling in an emergency.

22. Communicating with Passengers

Be sure your public address system is working correctly prior to placing your bus into service.

While operating your bus you must be sure to follow the ADA guidelines and they must announce stops at:

- Major transfer points with other routes
- Major intersections/destination points, and points of interest (Landmarks)
- Sufficient intervals along the route to permit orientation
- Any stop requested by the customer must also be announced

Make sure to program and/or change your destination sign information so that it reflects the current destination and direction for all passengers to see, on the exterior and interior displays.

23. Rail Road Crossings

Rail Road crossings are Dangerous!

A train traveling 60 MPH takes more than 1.5 miles to stop, or the equivalent of 25 football fields.

A train driver can see ahead an average distance of less than ½ mile. By the time they see you, it is too late to stop.

When a train strikes a vehicle, it is about the same power as a vehicle hitting a soda can.

Prevention

Ride Right Vehicles are required to stop at all Rail Road Crossings regardless of if they are empty or carrying customers.

Even if the crossing is controlled by a traffic light Ride Right Vehicles must stop.

Procedure

As you approach the track, when you see the cross buck sign, or cross buck sign painted on the ground, put your flashers on and start to slow down.

On a multiple lane roadway, make sure that you are always in the right hand lane.

Stop your vehicle no closer than 15 feet and no further than 50 feet from the nearest rail at the crossing.

Bring your vehicle to a full stop, open your window and door.

Apply the parking brake, or place in park.

Look left, right, and left again to make sure that the crossing is clear. Apply the principal of Stop, Look and Listen.

Proceed across the tracks slowly, but without hesitation.

Keep the flashers on until you have cleared the last track and rail.

Emergency

If your vehicle stalls on the track:

- Evacuate all customers immediately.
- Instruct customers to walk towards the train (if one is approaching) on a 45 degree angle to avoid being hit by debris in case of a collision.

Multiple Tracks

- Remember that one train may be blocking the view of another train.
- Make sure that the tracks (both sets) are clear before proceeding through the intersection.
- Know the length of your vehicle will clear the extra set of tracks.

Remember:

- Never try to beat a train over the tracks.
- Never drive around the gates or ignore the crossing lights.
- Never stop on the tracks.
- Know the length of your vehicle will clear the tracks.

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24. Substance Abuse Policy {Zero Tolerance}

Executive Director/General Manager Statement

Ride Right is dedicated to providing safe, dependable, and economical transportation services to its patrons. Ride Right's employees are a valuable resource and it is also our goal to provide a safe, healthy and satisfying working environment for our employees. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

This Substance Abuse Policy implements a drug and alcohol testing program for all safety-sensitive employees. Each employee shall be provided a signed copy of the adopted policy. *Policy items implemented under the authority of Ride Right are italicized throughout this policy.* All other policy items are implemented under the authority of the US DOT and/or the Federal Transit Administration.

Per Ride Right's authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

This policy is approved by Ride Right's Board of Directors and is effective on _____.

Name: _____

Title: _____

Signature: _____

Date: _____



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1. Background

Pursuant to the Omnibus Transportation Employee Testing Act of 1991, the Federal Transit Administration (FTA) published regulations prohibiting drug use and alcohol misuse by transit employees and required transit agencies to test for prohibited drug use and alcohol misuse.

49 Code of Federal Regulations Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" mandates urine drug testing and breath alcohol testing for all employees in safety-sensitive positions. These regulations prohibit the performance of safety-sensitive functions when there is a positive drug or positive alcohol test result or an employee refuses to submit to DOT required drug or alcohol testing.

In addition, the U.S. Department of Transportation (DOT) has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" to provide uniform procedures and standards for conducting drug and alcohol testing programs. The drug and alcohol testing program of Ride Right will be conducted in accordance with 49 CFR Parts 40 and 655, as amended. Employees may request copies of the applicable regulations by contacting Ride Right's designated employer representative listed in Section 25 of this policy.

2. Purpose

This policy is established to comply with FTA drug and alcohol testing requirements to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with and incorporate 49 CFR Part 32, The Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace.

3. Covered Employees

This policy applies to all safety-sensitive transit system employees as identified and described herein. Paid part-time employees and contractors, when performing safety-sensitive duties, are also covered by this policy when performing any Ride Right related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Additionally, this policy applies to volunteers who perform safety sensitive duties who are required to hold a Commercial Driver's License, or who receive remuneration in excess of his or her actual expenses incurred while engaging in the

volunteer activity. This written policy shall be distributed to all employees and applicable volunteers in safety-sensitive positions. Adherence to this policy and its provisions are a condition of employment in a safety sensitive position; per 49 CFR Part 655.

Safety-Sensitive Employees and Applicants for Safety-Sensitive Positions covered by this Policy include those who:

1. Operate a revenue service vehicle, including when not in revenue service
2. Operate a non-revenue service vehicle when such is required to be operated by a holder of a commercial driver's license
3. Control the movement/dispatch of a revenue service vehicle
4. Perform maintenance on a revenue service vehicle or equipment used in revenue service
5. Carry a firearm for security purposes
6. May perform any of the above safety sensitive functions in a supervisory or training role.

This policy is applicable to the following positions within Ride Right:

- General Manager
- Operations Manager/Supervisor
- Road Supervisor
- Dispatch Manager/Supervisor
- Dispatcher
- Maintenance Manager
- Mechanics
- Utility Personnel
- Drivers

4. Prohibited Substances

In accordance with US DOT 49 CFR Parts 655 and 40, the following are prohibited substances:

- Cocaine
- Opiates (e.g., heroin, codeine)
- Phencyclidine (PCP)
- Cannabinoids (Marijuana)
- Amphetamines (includes methamphetamine and MDMA- Ecstasy)
- Alcohol Misuse as defined in Section 23, below.

5. Prescription and Over the Counter Medications

The appropriate use of legally prescribed drugs and non-prescription medications are not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, before performing safety sensitive duties.

The misuse or abuse of legally prescribed drugs is prohibited; this includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs.

Ride Right strongly encourages employees to inform their prescribing physician of the safety-sensitive job functions that they perform, in order to ensure that appropriate medications are prescribed.

6. Employee Protections

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee's privacy, the validity of the testing process and the confidentiality of the test results.

All urine drug testing and breath alcohol testing will be conducted in accordance with applicable with 49 CFR Part 40, as amended. All urine specimen collections, analysis and reporting of results shall to be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (HHS).

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

1. Except as required by law or expressly authorized in this section, RideRight shall not release employee information that is contained in records maintained per 49 CFR Part 655.73.

2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
3. Ride Right shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.
4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

7. Employee Responsibility to Notify RideRight of Criminal Drug Conviction

It is a violation of this policy for any employee to fail to immediately notify Ride Right of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. Violating employee shall be immediately removed from safety sensitive duties.

Per Ride Right's authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

8. Employee Training

Safety-sensitive employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.

9. Pre-employment Drug and Alcohol Background Checks

In compliance with 49 CFR Part 40.25, Ride Right must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for the previous two years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. Ride Right will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers

to Ride Right. An applicant/transferee who refuses to provide written consent will not be permitted to perform safety-sensitive functions for Ride Right.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional's evaluation, treatment and return to duty process in addition to a pre-employment drug test with negative results, prior to their employment into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart O.

10. Pre-Employment Testing

All safety-sensitive position applicants shall undergo a urine drug test prior to placement in a safety sensitive position. Ride Right must be in receipt of a negative urine drug test result prior to the applicant's performance of any safety sensitive function. A cancelled test result will require an applicant to undergo a subsequent pre-employment urine drug test, until a negative test result can be obtained.

*If an applicant's pre-employment urine drug test result is verified as **positive**, the applicant will be excluded from consideration for employment per Ride Right authority. Applicant will be provided a referral to a Substance Abuse Professional meeting the required qualifications per 49 CFR Part 40.281, as amended.*

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was removed from the random testing selection pool, will be subject to a pre-employment urine drug test. Ride Right must be in receipt of a negative drug test result prior to the employee being reinstated to safety sensitive duty.

11. Random Testing

Employees in safety-sensitive positions shall be subject to random, unannounced testing. The minimum annual percentage rate for random alcohol testing and the minimum annual percentage rate for random controlled substances testing shall be in accordance with 49 CFR Part 655, as amended. The percentages of testing shall be based on the average number of safety-sensitive employees per calendar year.

The administering of random testing shall be spread reasonably throughout the calendar year and throughout all times of day when safety-sensitive functions are performed. Each covered employee who is notified of selection for random alcohol or drug testing shall immediately proceed to the testing site.

Random alcohol testing shall be conducted on a safety sensitive employee during, just before or just after the performance of a safety-sensitive function.

Random urine drug testing may be conducted anytime while an employee is on duty or on call, or on standby duty.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list.

12. Reasonable Suspicion Testing

All safety-sensitive employees are subject to reasonable suspicion urine drug testing and/or breath alcohol testing. Reasonable suspicion testing is required when one or more trained company officials can articulate and substantiate physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech or body odors of the employee. Reasonable suspicion testing for alcohol misuse can only be made when observations leading to that testing occur during, just preceding, or just after the period of the workday that the employee is required to be in compliance with FTA regulations. Reasonable suspicion testing for prohibited drugs may be conducted anytime an employee is on duty.

13. Post-Accident Testing

Fatal Accident: A safety-sensitive employee shall be required to undergo urine drug and breath alcohol testing following an accident involving a revenue service vehicle that results in a fatality (regardless of whether or not the vehicle is in revenue service at the time of the event). Any other employee(s), i.e., maintenance personnel, dispatchers, controllers, whose performance could have contributed to the accident, shall also be tested. As soon as practical following an accident involving the loss of human life, surviving covered employees shall undergo drug and alcohol testing.

Non-Fatal Accident: A post-accident test shall be conducted if an accident results in injuries requiring immediate medical treatment away from the scene, *and/or* if one or more vehicles incurs disabling damage that requires towing from a site; unless Ride Right determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other safety sensitive employee whose performance could have contributed

to the accident shall be tested. The decision regarding whether or not the employee's performance could have contributed to the accident will be the sole discretion of Ride Right using the best information available at the time of the decision.

Following an accident, the employee must be "readily available" for testing. Post-accident tests will be conducted as soon as possible, all reasonable efforts shall be made to test the safety sensitive employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required time period following the accident, Ride Right shall prepare and maintain on file, a record stating the reasons the testing was not promptly administered and efforts to conduct testing shall cease.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee, who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing, shall be considered to have refused the test.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit an employee who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that an employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond Ride Right's control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by Ride Right. (Per 49 CFR Part 655.44)

14. Refusal to Submit to Urine Drug Testing

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as described in sections 10-13. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have "refused testing". Refusal to submit to DOT required testing is a violation of this substance abuse policy.

Per Ride Right authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

The following actions constitute a “refusal to test” in accordance with 49 CFR Part 40, as amended:

- Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
- Failure to remain at the testing site until the testing process is completed (after the process has been started)
- Failure to provide a urine specimen for any drug test required by this part or DOT agency regulations
- In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen
- Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Failure or decline to take an additional drug test the employer or collector has directed you to take
- Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by Ride Right
- Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- For an observed collection, failure to follow the observer’s instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- Admitting to the collector or MRO that you adulterated or substituted the specimen.
- When the MRO verifies your drug test result as adulterated or substituted.

Refusals to test will result in employee’s immediate removal from safety sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O.

15. Observed Urine Drug Collections

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must witness the employee's urine leave the body and enter the collection cup. The collector/observer must be the same gender as the employee being observed.

Observed collections are required in the following circumstances:

- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.
- Anytime a follow up or return to duty test is required (test types not applicable to Ride Right policy)

16. Specimen Analysis

All specimens will be analyzed in accordance with the procedures set forth in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

17. Dilute Test Results

Upon receipt of MRO verified **negative-dilute** drug test results with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, Ride Right will exercise the option to require that applicants/employees submit to a secondary urine collection as provided in 49 CFR Part

40.197. The collection of the second specimen will not be conducted under direct observation. The result of the second urine drug test will be accepted as the final result.

Ride Right will exercise this option uniformly for all pre-employment and random tests that produce a negative-dilute test result with creatinine levels greater than 5mg/dl but less than 20mg/dl.

Upon receipt of a **positive-dilute** urine drug test result, Ride Right will immediately remove the employee from safety sensitive duty and provide the employee with a referral to a DOT qualified Substance Abuse Professional. A positive dilute result is always deemed as a final positive result. *Per Ride Right authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

18. Medical Review Officer's Role and Responsibilities

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. Ride Right shall use the following Medical Review Officer:

Name of MRO:	Neil J Dash MD Doctors Review Services
Address:	546 Franklin Ave. Massapequa, NY 11758
Phone Number:	800-526-9341
Fax Number:	800-547-2966

The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations.

Additionally, the MRO cannot accept an assertion of consumption of a hemp food product as a basis for verifying a confirmed marijuana (THC) test result as a negative. Consumption of a hemp food product is not to be considered a legitimate medical explanation for a prohibited substance or metabolite in an individual's specimen.

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

19. Verified Positive Results

MRO verified positive urine drug tests will result in immediate removal from safety sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O, will be provided to employee.

Per Ride Right authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

20. Cancelled/Invalid Test Results

A drug test that has been declared cancelled by the Medical Review Officer, because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a cancelled test.

When a negative urine drug test result is required (as is the case with pre-employment, return to duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended. The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return to duty or follow-up test.

For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be cancelled and therefore considered neither positive nor negative.

21. Split Specimen Testing

Split specimen collection procedures will be followed in obtaining specimens. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted

the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled “Canceled”. The procedures for canceled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory’s test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct observation collection procedures will be in accordance with 49 CFR Part 40 as amended.

Split Specimen Testing is not authorized for test results reported by the MRO as “Invalid”.

Payment of Split Specimen Testing:

When an employee has made a request to the MRO for a test of the split specimen, Ride Right is required to ensure that the cost for the split specimen testing is covered, in order for a timely analysis of the sample. Ride Right *will seek reimbursement from the employee for the cost of the completed test, if the results reconfirm the original positive finding.*

22. Alcohol

For the purposes of this policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol. 49 CFR Part 655 authorizes alcohol testing and requires Ride Right to take action on the findings, regardless of whether it was ingested as a beverage alcohol or in a medicinal or other preparation.

23. Alcohol Use and Breath Alcohol Testing

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be under the influence of alcohol while performing safety sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to Ride Right in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

Ride Right affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentiality shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for (8) eight hours unless a retest results in a concentration measure of less an 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. An employee testing positive for alcohol will be immediately removed from safety sensitive duty and will be provided with a referral to a DOT qualified Substance Abuse Professional, in accordance with 49 CFR Part 40, as amended.

Per Ride Right authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

24. Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to Alcohol Testing:

- Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fail to remain at the testing site until the testing process is complete
- Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations

- Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Fail to undergo a medical examination or evaluation, as directed by the [Agency]
- Fail to sign the certification at Step 2 of the ATF
- (Fail to cooperate with any part of the testing process.

A referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided. *Per Ride Right authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

25. System Contacts

Drug and Alcohol Program Manager or Designated Employer Representative

Name: Lynn Schantz
 Address: 212 Township Ave. Cincinnati, Ohio 45216
 Phone: 440-474-2979
 E-mail: lschantz@mtm-inc.net

Alternate

Name: Chris Leighty
 Address: 750 Airway Drive
 Allegan, Michigan 49010
 Phone: 616-893-1974
 E-mail: cleighty@mtm-inc.net

Substance Abuse Professional

Name: The Lexington Group (Nationwide SAP Services)
 Phone: 1-800-571-0197 ext. 2

National Hot-Line Numbers and Help Lines:

1-800-COCAINE
 The American Council on Alcoholism Help Line
 1-800-527-5344

The National Institute on Drug Abuse Hot Line
1-800-662 HELP

Alcoholics Anonymous
212-686-1100

A copy of the referenced regulations (49 CFR Parts 40 and Part 655); are available on the CUTR Substance Abuse Management Resource Website: sam.cutr.usf.edu

Please sign the Acknowledgement of Receipt of this Policy (attached) and return to your supervisor or Designated Employer Representative.

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**ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF
EMPLOYER'S CONTROLLED SUBSTANCES AND ALCOHOL
POLICY**

I acknowledge that I have received a copy of the Employer's Drug-Free Workplace Employee Drug and Alcohol Testing Policy.

I HAVE BEEN MADE AWARE OF THE FOLLOWING COMPONENTS OF EMPLOYER'S POLICY

- Identity of the Drug and Alcohol Program Manager (DAPM)
- Prohibitions
- Circumstances for controlled substances and alcohol testing
- Collection procedures and safeguards
- The requirement to submit to testing
- What constitutes a refusal-to-submit and the attendant consequences
- Consequences of violating the prohibitions
- Administrative action for an alcohol concentration greater than 0.02 but less than 0.04
- Employer provided me with an additional General Policy that is issued to all employees

Employee Full Name (Printed): _____

Employee Signature: _____ Date: _____

DAPM Full Name (Printed): _____

DAPM Signature: _____ Date: _____



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Employee Acknowledgement of Receipt
Of Ride Right Substance Abuse Policy

For additional information or questions contact your local program administrator:

GM or local administrator name here
Employment position (i.e. General Manager, Safety mgr.)
Address
City, State and zip code
Phone number
Email

I have received a legible copy of Ride Right Substance Abuse Policy. I understand that my employment with Ride Right is conditioned upon full adherence to this policy.

Employee Name: _____

Employee Signature: _____

Date: _____

Supervisor Name: _____

Supervisor Signature: _____

Date: _____



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25. Security Awareness

Security is defined as freedom from intentional danger or harm to customers, employees, and the system.

As members of the community who see and observe things that happen around the area each day, it is our responsibility to make sure we observe and report any and all suspicious activities or situations. And to be sure to take action and enforce security measures when it is appropriate and safe to do so.

It is every employee's responsibility to ensure a safe and secure work environment free from the threat of danger and risk. We all must do our part to be aware of our surroundings, and the areas that we work in to be sure they remain secure.

System Security includes these 4 elements:

- People (employees and customers)
- Equipment / Facilities
- Operating Environment
- Procedures / Policies

Play "Warning Signs" Video: Time 18:45

Discuss the video and examples of security and what we can do make our people, property, and community safe.

26. Map Reading and Manifests

Map Reading:

Show them how to look at a map of your service area and find addresses and locations. Teach them to follow the numbers and the legend and street index to locate the areas they need to serve our customers.

Have them practice finding locations.

While they may use GPS devices to help, they are not supplied by Ride Right and they are time consuming to program, and not always as accurate as a map.

Manifest:

Teach them how to read the manifest, to understand pickups and drop offs, how much to collect or how to record the fare. Ensure the collection of money, tickets, tokens, passes, or forms is understood. Show them how to record mileage and time and what to do with no shows, and cancels. Be sure they also understand the time sheet cover and show them how to fill it out.

27. Passenger Count

Drivers are required to keep current real time passenger counts as each passenger boards the vehicle. They should ensure that any special counts for passengers that may be conducted on a random basis will be divided into the correct category as they board.

Drivers are responsible for ensuring that their count reflects the actual riders boarding each shift they operate.

28. Transfers

All transfers are to be issued at the time of boarding only. Each passenger will be entitled to one transfer with a paid fare. Transfers use will be limited to the specific time frame designated on the transfer at issuance.

29. Fare Handling

Fares will be collected as required by the client, in the client approved box/container. Fares will be recorded both manually on driver logs, and electronically through the Automated Vehicle Location (AVL) system. At the end of the shift, the driver will pull up to the office and the dispatcher will remove the fares with the driver. The fares will be counted, entered in the tracking sheets, and placed in a safe in the General Manager's office until the time of collection or deposit.

Job description

Driver



Job Title	Driver	Full-time	
Department	Ride Right LLC	Part-time	
Reports to	Location Manager	Location	
Exempt		Origination Date	11-4-2009
Non-exempt		Last Revision Date	2-13-2013

Position Summary

Transport passengers in a safe manner to and from their destinations.

Performance Measures – Objectives and Training

Major Job Objective	What's Expected
Training	<ul style="list-style-type: none">• Complete Driver Training as prescribed
Operations	<ul style="list-style-type: none">• Pick Up and Drop Off / On-Time Performance
Customer Service	<ul style="list-style-type: none">• Professional Interaction with clients and staff
Safety	<ul style="list-style-type: none">• Vehicle Pre-Trip & DVI Inspections Completed
Administrative	<ul style="list-style-type: none">• Paperwork Completed as needed.

Other Job Functions

As directed

Knowledge, Skills, And Abilities

- Must be able to speak, read, and write the English language
- Must be free of any criminal history; felony; assault and battery conviction, etc.
- Must have the ability to drive anywhere in Hamilton County, OHIO
- Must obey state traffic laws at all times
- Must be able to instruct passengers in remaining seated and secured in a comprehensible manner

Job description

Driver



Education

- Minimum of five years driving experience required
- Must possess a valid driver's license
- Familiarity with the main roadways and major highways in the county
- Must meet the requirements of Hamilton County Job & Family Services

Experience

- Previous experience in management preferred.
- Previous experience in the transportation industry preferred.
- Knowledge of contracting and negotiations required.

Positions Supervised

None

Tools/Equipment/Machines Used

Car, Van, Map Books, GPS, two-way radio/cellphone, Child Restraint Seats

Physical Requirements And Working Conditions

Must be able to sit, stand, walk, balance, stoop, grasp, talk, hear and operate vehicles assigned. Job may require reaching at shoulder level and below waist. Will occasionally lift/push/pull up to 20 pounds and carry objects 50 feet. Must be able to ride in vehicles for extended periods of time in a sitting position.

Job description

Driver



Acknowledgment

I have read and understand my position description and certify that I can and will fulfill the stated expectations:

____ without accommodations

____ with the following accommodations:

Employee Name (print): _____

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Title: _____

Date: _____

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this job. Employees may be required to follow other job-related instructions and to perform other job-related duties as requested, subject to all applicable state and federal laws. Certain job functions described herein may be subject to possible modification in accordance with applicable state and federal laws.

Ride Right has implemented a Drug-Free Workplace Policy in accordance with the Department of Transportation standards which includes pre-employment, random, reasonable suspicion, post-accident, and return-to-duty drug and alcohol testing.

Ride Right provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws

Original: Human Resources

Cc: Employee's Supervisor
Employee



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: RIDE RIGHT LLC

Risk ID: 913369068

Rating Effective Date: 12/31/2014

Production Date: 07/04/2014

State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.11	19,604	32,674	13,070	0	24,900	5,324	5,324
IN	.11	16,937	28,229	11,292	0	20,700	8,160	8,160
MD	.10	53	71	18	0	30,600	0	0
MO	.10	318	455	137	0	32,850	0	0
NY	.09	0	0	0	0	41,500	0	0
NC	.10	1	1	0	0	29,125	0	0
SC	.10	0	0	0	0	31,125	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		36,913	61,430	24,517	0	23,036	4,045	4,045

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 4,045	$C * (1 - A) + G$ 55,889	(A) * (F) 0	(J) 59,934
Expected	(E) 24,517	$C * (1 - A) + G$ 55,889	(A) * (C) 4,060	(K) 84,466
	ARAP	FLARAP	SARAP	MAARAP
Factors	1.00	1.00		(J) / (K) .71

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
 THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: RIDE RIGHT LLC

Risk ID: 913369068

Rating Effective Date: 12/31/2014

Production Date: 07/04/2014

State: INTERSTATE

09-FLORIDA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2010 Exp Date: 12/31/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7370	2.41	.40	213,096	5,136	2,054					
8810	.10	.40	51,974	52	21					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			265,070	Subject Premium:	10,071	Total Act Inc Losses:			0	

09-FLORIDA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 13102 Policy No. WC001609169 Eff Date: 12/31/2011 Exp Date: 12/31/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7370	2.41	.40	449,654	10,837	4,335	NO. 2	06	*	2,833	2,833
8810	.10	.40	158,385	158	63					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			608,039	Subject Premium:	23,291	Total Act Inc Losses:			2,833	

09-FLORIDA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2012 Exp Date: 12/31/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7370	2.41	.40	674,637	16,259	6,504	555105690	06	F	2,491	2,491
8810	.10	.40	231,619	232	93					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			906,256	Subject Premium:	39,695	Total Act Inc Losses:			2,491	

13-INDIANA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2010 Exp Date: 12/31/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7370	2.96	.40	155,847	4,613	1,845					
8810	.10	.40	158,537	159	64					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			314,384	Subject Premium:	9,974	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: RIDE RIGHT LLC

Risk ID: 913369068

Rating Effective Date: 12/31/2014

Production Date: 07/04/2014

State: INTERSTATE

13-INDIANA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 13102 Policy No. WC001609169 Eff Date: 12/31/2011 Exp Date: 12/31/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7370	2.96	.40	374,614	11,089	4,436					
8810	.10	.40	231,316	231	92					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			605,930	Subject Premium:	21,087	Total Act Inc Losses:			0	

13-INDIANA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2012 Exp Date: 12/31/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7370	2.96	.40	401,959	11,898	4,759	555098637	06	F	8,160	8,160
8810	.10	.40	238,822	239	96					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			640,781	Subject Premium:	27,364	Total Act Inc Losses:			8,160	

19-MARYLAND Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2010 Exp Date: 12/31/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
8742	.13	.26	54,642	71	18					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			54,642	Subject Premium:	320	Total Act Inc Losses:			0	

19-MARYLAND Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 13102 Policy No. WC001609169 Eff Date: 12/31/2011 Exp Date: 12/31/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111	NO EXPOSURE UNIT R			0	0					
Policy Total:			0	Subject Premium:	0	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: RIDE RIGHT LLC

Risk ID: 913369068

Rating Effective Date: 12/31/2014

Production Date: 07/04/2014

State: INTERSTATE

19-MARYLAND Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2012 Exp Date: 12/31/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE UNIT R	0	0					
Policy Total:				Subject Premium: 0	0	Total Act Inc Losses:			0	

24-MISSOURI Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2010 Exp Date: 12/31/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE UNIT R	0	0					
Policy Total:				Subject Premium: 0	0	Total Act Inc Losses:			0	

24-MISSOURI Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 13102 Policy No. WC001609169 Eff Date: 12/31/2011 Exp Date: 12/31/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE UNIT R	0	0					
Policy Total:				Subject Premium: 0	0	Total Act Inc Losses:			0	

24-MISSOURI Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2012 Exp Date: 12/31/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
8810	.12	.30	378,765	455	137					
9812			ADDITIONAL PREMIUM	0	0					
Policy Total:				Subject Premium: 378,765	1,150	Total Act Inc Losses:			0	

31-NEW YORK Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2012 Exp Date: 12/31/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE UNIT R	0	0					
1111			NO EXPOSURE UNIT R	0	0					
Policy Total:				Subject Premium: 0	0	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: RIDE RIGHT LLC

Risk ID: 913369068

Rating Effective Date: 12/31/2014

Production Date: 07/04/2014

State: INTERSTATE

32-NORTH CAROLINA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2012 Exp Date: 12/31/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE UNIT R	0	0					
8810	.10	.26	1,016	1	0					
Policy Total:				1,016	Subject Premium: 4	Total Act Inc Losses: 0				

39-SOUTH CAROLINA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2010 Exp Date: 12/31/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE UNIT R	0	0					
Policy Total:				0	Subject Premium: 0	Total Act Inc Losses: 0				

39-SOUTH CAROLINA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 13102 Policy No. WC001609169 Eff Date: 12/31/2011 Exp Date: 12/31/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE UNIT R	0	0					
Policy Total:				0	Subject Premium: 0	Total Act Inc Losses: 0				

39-SOUTH CAROLINA Firm ID: Firm Name: RIDE RIGHT LLC

Carrier: 15172 Policy No. WC001609169 Eff Date: 12/31/2012 Exp Date: 12/31/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE UNIT R	0	0					
Policy Total:				0	Subject Premium: 0	Total Act Inc Losses: 0				

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Ride Right Loss History

Date of Loss	Claimant Name	Facts of Loss	Loss Reserve	Loss Paid
7/12/2014	Gutierrez, Jose V	Ride Right backed into Gutierrez - property damage only	0.00	1,460.97
7/3/2014	Primary Care	Property damage	3,000.00	3,000.00
6/30/2014	Tan, Li	Ride Right hit Tan vehicle	3,500.00	3,585.00
6/26/2014	Allen, Freddie	Ride Right hit object - property damage	4500.00	4,700.00
5/26/2014	Hoch, Alexis N	Ride Right hit Hoch - property damage only	0.00	1,193.84
5/26/2014	Wilmot, Rebecca J	Ride Right hit Wilmot - property damage only	0.00	7,947.89
5/12/2014	Hoelting, Denise	Ride Right rearended Hoelting - property damage only	0.00	3,318.53
5/7/2014	Underwood	Ride Right driver injured and passenger Underwood injured - minor property damage	1500.00	1,550.00
5/6/2014	Williams, Terry	Ride Right hit Williams vehicle - property damage only	0.00	2,923.80
4/16/2014	Pazur, Jean	Passenger injury - minor	0.00	948.68
4/11/2014	CR Bard Inc	Ride Right rearended CR Bard Inc - minor property damage	0.00	3,500.00
4/11/2014	Okeefe, Andrew	Ride Right rearended Okeefe vehicle	0.00	6,500.00

Date of Loss	Claimant Name	Facts of Loss	Loss Reserve	Loss Paid
3/17/2014	Colangelo	Ride Right vehicle changed lanes hitting Colangelo vehicle - minor property damage	0.00	2,287.91
2/17/2014	Tamayo, Bryant	Accident - minor property damage	0.00	2,528.36
2/17/2014	Ortiz, Nuria	Accident - minor property damage	0.00	2,612.89
2/15/2014	Wang, GE	Ride Right vehicle sideswiped Wang vehicle	0.00	1,575.23
9/11/2013	Long, Calvin	Ride Right vehicle hit Long vehicle	0.00	8,097.21
8/29/2013	Donlin, Joann	Ride Right vehicle sideswiped Donlin vehicle - property damage only	0.00	1,849.79
6/3/2013	Stephens, Corey	Ride Right vehicle rearended Stephens vehicle - property damage only	0.00	1,068.17
5/24/2013	Eshelman, Gloria	Ride Right vehicle hit Eshelman vehicle - property damage only	0.00	1,606.59
4/18/2013	Pritchett, James	Ride Right vehicle hit Pritchett vehicle - property damage only	0.00	526.58
4/8/2013	Nelson, Cindy	Ride Right vehicle rearended Nelson vehicle	0.00	8,911.05
3/26/2013	Mcamis, Ashley	Ride Right vehicle collided with Mcamis vehicle - property damage only	0.00	2,636.06
2/20/2013	Obert, Thomas	Ride Right vehicle hit Obert vehicle	0.00	22,000.00

Date of Loss	Claimant Name	Facts of Loss	Loss Reserve	Loss Paid
1/7/2013	Ogden, John	Ride Right vehicle hit Ogden vehicle - property damage	0.00	1,207.12
1/4/2013	Keister, Jacqueline	Ride Right vehicle rearended Keister vehicle - - property damage only	0.00	2,902.95
11/19/2012	Williams, Shaun	Ride Right vehicle hit Williams vehicle - property damage only	0.00	731.93
11/14/2012	Kahle, Susan	Ride Right vehicle sideswiped Kahle vehicle - property damage only	0.00	1,545.50
11/13/2012	Connolly, Robert	Ride Right vehicle rearended Connolly vehicle - property damage only	0.00	819.86
10/25/2012	Ila, Myers	Ride Right vehicle backed into Myers vehicle - property damage only	0.00	1,203.50
9/17/2012	Craig, Tracy	Ride Right vehicle hit Craig vehicle - property damage only	0.00	1,914.79
9/7/2012	Moore, Kristine	Ride Right vehicle backed up and hit Moore vehicle - property damage only	0.00	1,233.07
9/4/2012	Canty, Natalie	Rdie Right vehicle rearended Canty vehicle - property damage only	0.00	2,079.17
6/18/2012	Darnell, Lori	Ride Right vehicle hit Darnell vehicle - property damage only	0.00	1,963.74
5/15/2012	Rastani, Kim	Ride Right vehicle rearended Rastani vehicle - property damage only	0.00	3,296.68
4/29/2012	Ujvari, Adam	Ride Right vehicle hit Ujvari parked vehicle - property damage	0.00	3,850.60

Date of Loss	Claimant Name	Facts of Loss	Loss Reserve	Loss Paid
4/12/2012	Bezier, Jeff	Ride Right vehicle sideswiped Bezier vehicle - property damage only	0.00	3,131.47
3/23/2012	Tillman, Patricia	Ride Right vehicle sideswiped Tillman vehicle - property damage only	0.00	1,778.23
1/11/2012	Etemadnia, Amir	Ride Right vehicle hit Etemadnia vehicle - property damage only	0.00	1,455.17
12/14/2011	Palmer, Bryan	Ride Right vehicle rearended Palmer vehicle - property damage only	0.00	1,870.00
12/14/2011	McGuirie, Mindy	Ride Right vehicle rearended McGuirie vehicle - property damage only	0.00	1,950.00



Inclement Weather Plan



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Inclement Weather Plan

Ride Right prepares for severe weather conditions by having an inclement weather plan in place. Our inclement weather plan helps ensure the safety of riders and employees protects ACTS transportation vehicles and facilities, and allows for the continuation of service if and when feasible.

Ride Right defines inclement weather as weather conditions involving rain, snow, sleet, ice, and/or winds of sufficient severity to restrict or prevent normal transportation operations on highways, or threaten the safety of transit passengers and employees. Inclement weather conditions may result in flooding, icing, high wind conditions, or blockages of highways that disrupt or prevent normal transit operations. Examples of severe inclement weather include snow, ice storms, and tornadoes.

Internal Policies and Procedures

1. Staff Reporting for Duty

All staff scheduled must report to work as soon as safely possible. Unless closed by the County, ACTS should be considered to be open during normal operating hours and all staff are responsible for their regularly assigned duties. It is recognized that in some cases travel may be hazardous even though closing is not warranted. In those cases, everyone is advised to take all reasonable precautions in coming to work given his/her personal circumstances. Ride Right will provide adequate staffing to answer additional transit information telephone calls that may occur during a severe inclement weather event.

Note: If government officials are making public statements about staying off the streets “unless there is an emergency,” essential transit system employees should still report to work unless informed to the contrary.

2. Continuation/Suspension of Service

Service will be continued to the degree possible, consistent with reasonable safety, during any inclement weather conditions. Rather than discontinuing service in total, service may be curtailed on minor streets or in areas that are impassable. Service will continue to operate along thoroughfare portions of normal routes that are normally kept open by plowing or salting.

It may however be necessary to temporarily discontinue service in cases of heavy sleet or ice, when major thoroughfares are glazed and temperatures are such that glazing is not likely to disappear. Service may also need to be temporarily discontinued in the case of snowstorms, where the accumulation of unplowed snow on major thoroughfares has reached the point that buses cannot maneuver safely. Such discontinuation of service shall be as brief as possible and subject to the approval of the County.

OR USE THIS OPTION...

Ride Right will generally follow the lead of the county school bus service. If school bus service is delayed in the morning, or is canceled for the day, then ACTS service will also be delayed or canceled.

The General Manager will contact the ACDJFS no later than 5:00 a.m. for a recommendation on the safe transportation operation for the day. Priority will be given to returning people home, and those who have serious medical needs (e.g. dialysis patients). Requests for urgent medical rides and life-sustaining medical trips should not be provided by private cars in inclement weather. Appropriate referrals should be made to other modes including ambulances. If the trip is not urgent or life sustaining (e.g. dialysis), riders should be encouraged to reschedule.

3. Right to Cancel Service

Ride Right will make every effort to ensure that service can be provided as requested; however, the safety of passengers and drivers will not be compromised. Therefore, Ride Right reserves the right to contact any passenger in order to revise, cancel or reschedule trips in the event of severe inclement weather conditions.

4. Compensation

For full-day closing:

Paid weather-related time due to closing will be limited to an amount equal to the hours that the employee was scheduled to work or would normally have worked on the day in question. If an employee has reported to work prior to the decision to close being made, weather-related time will only bring an employee up to the amount of their scheduled or normal working hours for that day.

For partial-day closing (delayed opening/early closing):

In the event that normal reporting time is delayed, employees working that day will receive paid time for the period between their scheduled or normal reporting time and the rescheduled reporting time. In the event of an early closing time, those employees working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time.

However, employees who are on leave, have called in sick, have made a decision to take annual leave, or in the case of non-leave earning employees, have called prior to a decision to alter operating hours to advise that they will not be reporting to work, would not be eligible for additional time. Weather-related time will not extend employees' time beyond eight hours on the rescheduled day, nor is it considered holiday time available to those who were not scheduled to work on the day in question.

Overtime compensation:

Employees who are required to work additional time past their scheduled shift will be compensated.

Staff Roles/Responsibilities

A decision to close for the day or alter operating hours (open late or close early) due to weather conditions will be made by the General Manager and the ACDJFS. The General Manager will contact a representative from the ACDJFS to discuss the level of service that will be provided during the inclement weather.

5. General Manager

- Will review the severe weather conditions and forecast and determine the level of service.
- Will determine when personnel are to report for work.
- Will contact the Maintenance Manager/Mechanic and advise them of the level of service and personnel to report for work.
- Will advise the Dispatcher of the revised bus operation hours and schedule changes.
- Will advise the ACDJFS to alter schedule on the web page.
- Will advise the Dispatcher to change the phone system message.

- Will ensure sufficient phone coverage to answer calls regarding schedule changes and service.
- Will advise the Dispatcher of the schedule hour changes.
- Will advise the television and radio stations of the change in the service schedule due to the weather.

6. Maintenance Manager

- Will ensure that the Operations Center and Bus Garage are free of ice and snow and are fully operational for the weather condition. If required will arrange for a contractor to handle snow and debris removal.
- Will determine the maintenance actions necessary to fuel and maintain buses in accordance with the severe weather schedule.
- Will, prior to inclement weather season, insure a current inventory is maintained for necessary severe weather equipment, such as shovels, sand, salt, chain saws, etc.
- Will insure that maintenance personnel verify the operational status of emergency generator and insure all necessary equipment is operational.
- Other employees, as needed, may be tasked to remove snow, ice and debris from sidewalks, driveways, and parking lots.

7. Dispatcher

- Will report to the Operations Center at least a half hour earlier than normal when there is ice or snow. If unable to report, the dispatcher should call the General Manager as soon as possible.
- Will be ready for pickup should they need a ride to work.

8. Reservationist/Clerical

- Will insure that appropriate personnel are available to process emergency requests for equipment, services, or supplies.
- Will assist other departments as needed.

9. All Other Staff

All other staff will report to their normal workstations as soon as possible and be prepared to assist other departments as necessary.

10. Drivers

- Drivers must call the ACTS telephone answering system for instructions prior to their manifested trips.
- Drivers will exercise their discretion and good judgment in cases where isolated hazardous road conditions exist at any time, regardless of other procedures outlined herein.
- All drivers and supervisors are to remain on standby and be ready to report to work if called.
- Each individual is expected to stay by his/her phone or contact the General Manager to let them know if they will be away from their phone, for how long, and where they can be reached.
- Drivers may also be assigned non-driving duties, such as answering information calls regarding service. Any driver refusing to accept non-driving assignments may be sent home without pay.
- Drivers living within five miles of the Operations Center and Bus Garage and on a state, county or city maintained road, may be added to the pickup list. Pickups will only be made if drivers are needed. If needed, a pickup time will be given.

11. Essential Personnel

The following personnel have been determined to be essential to the operation of the ACTS program and will be required to report to duty as soon as possible:

- General Manager
- Maintenance Manager/Mechanic
- Dispatcher
- Drivers

All other employees will report to their normal workstations as soon as possible and be prepared to assist other departments as necessary. Adequate staffing will be provided to answer additional transit information telephone calls that may occur during the inclement weather.

12. Preparations for Severe Inclement Weather Events

To be able to respond effectively to a severe weather event, Ride Right personnel will, to the degree possible, prepare prior to the onset of a severe weather event. This will include both short- and long-term actions to increase the safety and sustainability of the transit system's facilities, vehicles, and equipment. The General Manager or his delegate will be responsible for the preparatory activities. Preparatory activities will include:

- **Facility Protection:** Analyze transit facilities for any weaknesses that can be corrected, both in the short and long-term. Check and secure items stored outdoors to minimize the possibility of them being blown around and damaging facilities, vehicles, or injuring staff. Move outdoor items that can be moved indoors.
- **Batteries and Electrical Generators:** Make sure that spare batteries for portable radios and cell phones are purchased prior to the onset of a severe storm. Spare batteries will be stored at the Operations Center.
- **Bus Parking and Deployment Strategies:** The below strategies are for high wind events such as tornadoes and flood prone areas:
 - Move buses out of flood-prone areas.
 - Park buses “nose-to-nose” to minimize windshield damage from flying debris.
 - Park the buses inside structurally safe facilities where possible.
 - Securing engine compartment and front doors so they stay closed during high winds, thereby preventing damage by wind-driven rain.
 - Avoiding parking near light poles, trees and similar potential hazards.
- **Fueling Fleet and Staff Vehicles Prior to a Storm Event** – All vehicles should be fueled prior to the onset of a severe weather event.

13. Announcements/Communicating With the Public

In the event of inclement weather, the General Manager will contact the media outlets so that both employees and the public will be informed of any service cancellations, delays, or detours. Information will also be posted on the Ashtabula County Job and Family Services website at <http://www.acdjfs.org/acdjfs/httpdocs/main/acts.html> and an appropriate message will be put on the telephone weather hotline.

14. Communication with Contracting Agencies (Demand-Response Services)

If severe inclement weather occurs during the day, the following procedures will be in effect:

- Dispatch staff of Ride Right will call contracting agencies to advise that ACTS will be picking up passengers earlier than scheduled.

- Contracting agencies are responsible for calling family members to make sure that a family member will be at home when the passenger will be dropped off early due to severe inclement weather closings.
- Administrative staff will call any general public demand-response passengers that are scheduled after the early closing decision has been made to notify them that they will not be picked up as scheduled.

15. Debriefing Following a Severe Inclement Weather Event

A post event debriefing will be held after the severe weather event to review how the processes and operations were handled and how procedures may be improved. The debriefing will include a review of the following:

- Initial understanding of the event: Was the information accurate? Was there misunderstandings/confusion?
- Initial actions: Were the correct first steps taken? What else should have been done? What would better be done differently?
- Results of actions: Were the intended results achieved? Were there any unintended consequences of the actions? Improvements?
- Obstacles encountered: What? Who? Why?
- What worked well and why: What went well? Do we know why?
- Recommendations for improvement: What lessons were learned? What policies and/or procedures need to be amended? Is additional training needed? How well did communications work?

16. Testing the Plan

Regular staff training for both new and current employees will be held to provide a thorough explanation of the agency's inclement weather plan. Details of the duties and responsibilities of each employee and the necessary training to successfully implement the plan will be discussed. In addition, mock training drills will be conducted periodically at the agency level, and may involve local agencies as well. This provides a means to assess whether or not the employees understand the agency's inclement weather plan and the critical interrelationships with community partners and passengers, including people with disabilities, older adults, and individuals with limited English proficiency.

17. Updating the Plan

The General Manager will be responsible for plan updates in addition to reviewing and updating the plan following an actual inclement weather event. The plan will be reviewed on a yearly basis to ensure the validity. Changes to the plan will be made at this time.

18. Winter or Foul Weather Readiness

Advance planning for winter or foul weather conditions help to reduce the risk of being caught unprepared. The following are helpful hints for facility and vehicle preparation:

19. Facility Preparation:

- Confirm all required contractor services and review agreement terms and conditions
- Conduct contractor safety training
- Inspect furnace operation and change all required filters
- Assign employees to specific winter or foul weather maintenance tasks
- Review all emergency contingency plans
- Ensure all driveway markers and premise lighting are in good condition
- Keep replacement “dry” rugs and runners beside door entrances
- Verify all winter or foul weather equipment or provisions (shovels, maps, ice-melt, sand, etc.)
- Vehicle Preparation
- Include winterization and foul weather protection as part of the vehicle preventive maintenance program. (Tires, cooling system, fluid levels, battery, block heaters, wiper blades, heaters/defrosters, etc.)
- Inspect and replenish all vehicle emergency equipment. (May include shovels, tire chains, sand, etc.)
- Provide for emergency communication for out-of-town travel. (Cell phone, two way radio.)
- Fill all vehicles with fuel (full) prior to the expected bad weather
- Maintain a “Weather Watch”
- Check weather condition reports frequently.

Advanced planning will reduce winter hazards and foul weather risk

20. Response to Weather Emergencies—Operating Personnel

The following is adapted from the Transportation Services Handbook of the American Red Cross (Kansas Chapter) and A Guide to Developing a Severe Weather Emergency Plan for Schools by Barbara McNaught Watson with the National Weather Service, Baltimore-Washington Forecast Office. Additional adaptation may be appropriate to fit local conditions.

21. Thunderstorms

- Dispatcher will notify vehicles with radios of any thunderstorm Watches or Warnings.
- Keep your radio tuned to local news and weather for advisories and information.
- Keep your eye on the sky. Look for darkening skies, lightning or increased wind. If you can hear thunder, you are close enough to the storm to be struck by lightning.
- If a severe storm happens, find shelter in a building or vehicle. Keep vehicle windows closed. A building is much preferred if you can safely get to one.
- After the storm passes, keep tuned to local radio stations and steer clear of any possible damaged areas.
- Check in with dispatcher, if possible, for further instructions.

22. Flash Floods

If it has been raining hard for several hours, or steadily raining for several days, be alert to the possibility of a flood. A flood Watch means a flood is possible. A flood Warning means flooding has already started or will be occurring soon.

Follow these guidelines for a flood Watch or Warning:

- If a flood Watch is issued, you will be notified by the dispatcher. Listen to local radio and if told to evacuate a certain area, do so as soon as possible, making every effort to protect yourself and any passengers you may have with you.
- If a flood Warning is issued, the dispatcher will advise you to return to base immediately, if safe to do so.
- If there is no time to return to base, move to higher ground away from rivers, streams, creeks and storm drains.
- Do not drive around barricades because they have been placed there to keep you out of a hazardous area.
- If your vehicle stalls because of high water, stay in the vehicle and radio for help, particularly if there are passengers with serious mobility impairments (e.g. in a wheelchair). However, if the vehicle is in danger of being swept away, abandon it immediately and assist passengers in reaching higher ground. Severe Inclement Weather Plan for North Carolina Public Transportation Systems Institute for Transportation Research and Education, Public Transportation Group 29
- Do not drive through floodwaters. They may look shallow, but looks can be deceptive. The swift current of even a few inches of water can sweep your vehicle away and turn it over on its side or top, trapping you and any passengers inside.

23. Tornadoes

- When a tornado Watch is issued, stay tuned to local news and weather and keep in touch with the dispatcher.
- Be alert to any changing weather conditions.
- When a tornado Warning is issued:
 - Go to the lowest floor at the nearest inside shelter, if possible. If there is no basement, go to a center hallway, away from windows, or into a bathroom.
 - Never attempt to outrun a tornado.
 - Do NOT stay in your vehicle. During tornadoes, your vehicle is one of the worst places to be. If you can get to a well-constructed building (preferably in the basement or an interior room or hallway), do so as fast as possible. If there is no building available and you are outside, go to a low-lying area and lie flat. Or, seek shelter in a ditch or under a bridge. If others are in your vehicle, assist them first.
- After the storm is over, watch out for fallen power lines and stay out of damaged areas.
- Establish communication with base for further instructions.

24. Hurricanes

Hurricanes are essentially large complexes of thunderstorms. Therefore, they include all of the dangers that can come with thunderstorms: lightning, flash floods, downbursts, tornadoes. For coastal areas, there is the added threat of flooding from high tides and the storm surge.

Weather forecasters now provide significant advance notice of a hurricane's projected path and location over time. Given the relatively long period of advance notice now typical, preparations for a hurricane should begin well in advance of the storm. If proper preparations have been conducted, transit vehicles will not be operating during a hurricane, nor will transit offices be staffed.

25. Winter Storms

- Keep your radio tuned to local news and weather for advisories and information.
- Be alert to changing weather conditions if you do drive.
- Wear several layers of lightweight clothing, which will keep you warmer. Wear gloves or mittens and something on your head, which will prevent loss of body heat. Cover your mouth when it is cold to protect your lungs.
- A winter storm Watch means a winter storm is possible in the area. Please let the Transportation Office know if you are uncomfortable driving with an issued storm Watch. If you do drive, keep your vehicle radio on for dispatcher's instructions, or a cell phone turned on. Keep your radio tuned to local and regional weather.

- A winter storm Warning means a winter storm is on the way. If you are driving out of town, please check with the Transportation Office to see if your run is still Severe Inclement Weather Plan for North Carolina Public Transportation Systems Institute for Transportation Research and Education, Public Transportation Group 30scheduled. If you are driving people in town, stay tuned for changing conditions and possible cancellations of your pick-ups and deliveries.
 - If you get stuck in your vehicle, stay with the vehicle and wait for help. Do NOT try to walk to safety unless you are in town and see an open business you can easily get to.
 - As wind increases, so does the possibility of hypothermia. Be sure and cover any exposed skin when out in cold weather.
 - Make sure your gas tank is full.
- A blizzard Warning means strong winds, blinding wind-driven snow, and dangerous wind chills are expected. Keep in touch with the Transportation Office for information.



System Safety Program Plan (SSPP)



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Introduction

Safety Policy Statement

Ride Right's policy is to provide and maintain a workplace free from recognized hazards that cause or are likely to cause death or serious physical harm to our employees, passengers, and guests.

Employees are entitled to a safe and healthful place in which to work. All employees express Ride Right's attitude toward workplace safety and health by the daily example they set. Ride Right strives to provide and maintain safe and healthful working conditions based on state and federal standards, and insists upon safe work methods and practices at all times.

Safety is an integral part of all operations at Ride Right, including planning, developing, and providing service, administration, and system support. Ride Right will work consistently to maintain safe working conditions; adhere to proper operating practices and procedures designed to prevent injury and illness; and observe relevant federal, state, local, and agency safety regulations.

All who are in positions of management or supervision must reflect an interest in company safety objectives and shall set a good example by observing safety rules as part of their normal work routine. Interest in workplace safety must be vocal, visible, and continuous in order to be effective.

Each employee is expected to:

- Adhere to industry safety standards.
- Follow safe behaviors while on the job.
- Exercise caution in all work activities.
- Immediately report any unsafe condition to his or her supervisor, manager, director, or the Regional Director of Safety and Training.
- Where possible, immediately remedy unsafe conditions.
- Immediately report any accident, incident, or injury to the appropriate supervisor or manager. Employee injuries must also be reported to the Human Resources Department to comply with state and federal regulations.

Employees may be subject to disciplinary action, including termination, if she or he:

- Knowingly violates safety standards.
- Causes, or knowingly allows others to cause, hazardous or dangerous situations.
- Fails to report and, where appropriate, does not remedy hazardous or dangerous situations.
- Fails to report accidents, injuries or incidents as soon as practicable.

The success of this effort depends on the alertness and personal commitment of every Ride Right employee.

1. Management Commitment

1.1 Safety Plan Development

This System Safety Program Plan (SSPP) was developed to provide a safe working environment for Ride Right employees and safe service for passengers. The SSPP identifies those responsible for safety and defines specific activities necessary to meet the mission, goals, and objectives of the safety program.

In order to promote a safer workplace at Ride Right, this plan is endorsed by senior management and will be reviewed and revised periodically by staff to remain consistent with current work policies and practices.

1.2 Procurement Strategies

Our approach to procurements, whether in services, vehicles, equipment, or materials needed to operate our system, has a direct impact on system safety. Ride Right is dedicated to procuring safe, reliable services and products, and reserves the right to refuse services, equipment, or materials deemed unsafe through the actions of the service providers or by virtue of substandard or defective equipment or material.

1.3 Contractor Management

It is the responsibility of Ride Right to ensure that contractor work practices meet established safety standards of the agency and any and all federal, state, and local regulations and requirements.

Contract language will clearly delineate the safety and training responsibilities of the contractor. Ride Right will monitor contractor compliance through scheduled and unscheduled safety audits of work sites and practices, regulatory compliance, and required records. Ride Right may impose penalties for non-compliance of regulations clearly defined in the contract specifications. Significant violations of the contract, especially in areas of safety, will be addressed by the appropriate Project Manager, and may include termination of the contract or other legal action.

1.4 Insurance

Ride Right takes advantage of available safety, security, and risk management resources offered by its insurance carriers. These resources include online training, periodic safety audits, safety or security fact sheets, in-house training opportunities, and access to environmental testing equipment or services. Periodic review of Ride Right's insurance policies, coverage, and changes in workplace safety is undertaken by the CEO.

1.5 Labor/Management Relations

The relationship between Ride Right's Labor Unions and management team directly affects the safety efforts for the agency.

The Union recognizes the importance of workplace safety and encourages its members to adhere to safety-related policies, procedures, and best practices. Union members are an integral part of the Safety Team and take part in hazard recognition and mitigation.

Agreements between the Union and management of Ride Right cannot violate recognized safety standards or practices.

2. Mission, Goals, and Objectives

2.1 Mission

Ride Right's mission is to partner with our clients to increase community access and contain costs while remaining focused on what matters most: the passenger. We are dedicated to creating customized transportation solutions that balance innovation and best practices while providing high quality service that improves performance and increases passenger satisfaction. Our mission is in direct correlation to our vision of every trip is important. This SSPP supports Ride Right's mission and vision by providing a written framework for maintaining a safe workplace for employees, passengers, and guests.

2.2 Goals

The goals of the SSPP are to provide and maintain a workplace free from recognized hazards through careful planning, establishment of written safety policies and procedures, adherence to recognized safety standards, initial and periodic refresher training, and meeting or exceeding OSHA standards. The SSPP also helps Ride Right to maintain our core values, which include:

- Respect peers, clients, and passengers.
- Act emphatically, honestly, and transparently.
- Deliver accessible, responsive solutions.
- Ensure safety and quality.

2.3 Objectives

In order to accomplish our vision, mission, and core values, the SSPP program must, at a minimum, include:

- Policies for compliance with federal, state, and local safety rules and regulations.
- Assignment of safety responsibilities, divided among all employees of Ride Right.
- Clear, concise methods for safety planning/communication within the organization.
- Specific safety classes and workshops designed to continually inform, train, and retrain all employees at Ride Right.
- Policies and procedures for specific program elements, including hazard analysis, reporting unsafe conditions, accident and incident investigation and reporting, emergency evacuation, disaster response, and data collection and analysis.
- Methods for ensuring compliance with safety rules, procedures, and practices.

3. Vehicles, Facilities, Equipment, and Maintenance

3.1 Regulations and Standards

Ride Right is subject to the standards and regulatory authority of the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), and Federal Transit Administration (FTA). All applicable standards and requirements are available through the state or federal agency.

3.2 Safety in Design, Acquisition, and Procurement

Decisions about the design, acquisition, or modification of system assets and services are based on operational needs and on safety implications. Ride Right actively solicits input from a variety of sources including its own stakeholders, other agencies with expertise, governmental entities, published research, and independent contractors.

As new facilities, equipment and systems are incorporated into general use, they are evaluated for continued safety and any lessons learned are applied to future procurements. Using principles outlined in Crime Prevention through Environmental Design (CPTED), OSHA standards, and general industry practices, Ride Right employs safety assessments throughout the life of any project, acquisition, or procurement of vehicles, equipment, or systems.

3.3 Passenger and Operator-Related Safety Concerns

Passengers have several means to communicate safety concerns. If an individual is concerned about the safety of the bus, bus stops, or facilities, he or she can contact Ride Right directly by calling the information line at 888-409-6879. All concerns are directed to the appropriate department for resolution.

Operators who encounter a safety hazard or have a safety concern will report it to a direct supervisor or the appropriate project manager. In their absence, the operator shall report the safety concern to the Regional Director of Safety and Training or a member of the Human Resources Department. Other means for communicating concerns include the use of the Daily Vehicle Inspection, Defect Sheet, Bus Stop Request/Maintenance Form, or the Safety Suggestion Form. Forms are deposited with Dispatch and routed to the appropriate department.

When safety concerns need to be communicated to employees, passengers, or clients, management may choose from several methods. Memos distributed directly to employees, messages on the employee and/or passenger signboards, handouts, brochures, or other media are all available for transmitting critical information. Safety awareness is included in initial hire and refresher classes. Operators receive annual or biannual refresher training and Maintenance Technicians receive more frequent safety training throughout the year.

3.4 Maintenance/Facilities Planning and Guidance

The vehicle maintenance plan is determined to a great extent by manufacturer's recommendations. Ride Right complies with federal and state DOT regulations and follows a periodic maintenance schedule. A vehicle safety defect is reported immediately by the operator and it is repaired or replaced as soon as possible. In cases when the defect prevents the vehicle from being safely driven back to the garage, it is towed using a contracted service.

4. Human Resources

4.1 Policies and Procedures

A handbook of employee policies and procedures is available through the Human Resources Department. Handbooks developed for specific job duties are available through the managers of each department. Safety is addressed in the employee handbook through the employee Safety Policy and Safety Rules. Safe work practices have also been outlined in greater detail within departmental policies and procedures.

4.2 Organizational Structure

Ride Right provides a variety of public transportation services for various clients and properties throughout the United States. Among these services are Americans with Disabilities Act (ADA) paratransit services, fixed routes, shuttle services, special needs transportation, and mobility management operations. All activities are overseen by the CEO and other members of the executive management team. A detailed and frequently updated organizational chart is available through the Human Resources Department.

4.3 Operations/Maintenance Policies and Procedures

A handbook outlining the policies and procedures applicable to specific roles is available from the Human Resources Department. Safety is addressed in the Safety Policy, Safety Rules, and throughout this document.

4.4 Drug and Alcohol Programs

Ride Right has drug and alcohol programs, both managed by the Regional Director of Safety and Training. The Drug Free Workplace Policy covers all employees. The FTA program (49 CFR parts 40 and 655) covers employers who receive federal funding under FTA and applies to safety-sensitive positions including Bus Operators, Maintenance Technicians, and Supervisors.

4.5 Workplace Violence Program

The workplace violence program is included in Ride Right's Employee Dignity Policy and is distributed to all employees. Specific awareness training is included in orientation classes for new employees.

4.6 Fitness for Duty

Fitness for duty is determined by the Human Resources department and may include an evaluation by the Regional Director of Safety and Training in the case of operators returning to work after an extended leave.

4.7 Employee Recruitment and Selection

Ride Right adheres to best practices when selecting employees, including checks of previous employment, criminal background, and driver's license history as necessary.

4.8 Policies and Procedures Review

All policies and procedures are periodically reviewed for applicability and accuracy. Policies and procedures include a revision date to ensure that all copies of the document are current. The Human Resources Department reviews policies and procedures that apply to administrative positions and all employees. Specific policies and procedures are reviewed by department managers with assistance from the Regional Director of Safety and Training, the Human Resources Department, and other departments as necessary.

4.9 Training Management and Delivery

Training activities are managed through the Regional Director of Safety and Training, and are designed to prepare employees for the transit work environment. Job-specific training programs have been developed to enhance safety skills necessary for safe, secure, reliable, and high quality service.

The training plan, based on individual job descriptions and needs assessments, is available through the Regional Director of Safety and Training. The primary areas of focus for training are:

- **Operations:** Initial training for Bus Operators and Maintenance/Facilities Technicians; refresher and post-accident retraining for Bus Operators and Transportation Supervisors.
- **Safety:** OSHA required courses; OSHA courses; system safety and security courses; drug and alcohol training; defensive driving.
- **Health and Wellness:** Ergonomics; back safety; health and wellness.

Training is delivered through personal contact with an instructor in a classroom setting, on a computer using software installed on the network or on a CD/DVD, or online training offered by our insurance carriers. In-house safety and emergency preparedness training is initiated by the Regional Director of Safety and Training or by individual departments, as determined by the subject matter.

4.10 Retraining and Refresher Training Programs

The Regional Director of Safety and Training conducts periodic retraining and refresher courses for Bus Operators and Maintenance/Facilities personnel.

The primary purpose of the Operator Evaluation and Retraining Policy is to establish consistent procedures for evaluating job skills and determining subsequent retraining needs for employees returning to work after an extended leave or for those who have had a second preventable accident. A second, but no less important, purpose is to allow employees an opportunity to refresh skill levels and build greater confidence before returning to full-time duty.

Maintenance/Facilities personnel receive periodic safety and security refresher training. Technicians who have received training in aerial work platforms and forklift operation receive retraining every 36 months, when new equipment is purchased, or whenever an accident occurs.

5. Safety Roles and Responsibilities

5.1 Employees

Each employee is indispensable in maintaining safe practices at Ride Right. Each of us is responsible for:

- Being individually responsible for keeping oneself, fellow employees, and equipment free from mishaps.
- Practicing safe behaviors while at work.
- Following all established safety standards.
- Maintaining a safe working environment.
- Reporting accidents, injuries, unsafe conditions, and potential hazards within his or her scope of influence.
- Requesting medical assistance by calling 911 or directing another employee to do so during a medical emergency. Employees are not required to render medical assistance, but may administer first aid if they choose to do so. In most cases, employees are covered under Good Samaritan statutes.
- Immediately reporting a situation in which lives or property are in imminent danger or in which death or serious injury will occur if allowed to continue without intervention.

5.2 Safety Team Members

Members of Ride Right's Safety Team, overseen by the Regional Director of Safety and Training, are responsible for:

- Reviewing accident and injury summaries, security reports, unsafe condition reports, safety suggestions, and national accident data as available.
- Submitting formal recommendations to management in order to correct or mitigate a recognized safety hazard.
- Participating in safety inspections and audits, as time and opportunity exist.

- Participating in safety awareness and education programs, as time and opportunity exist.
- Reporting safety data to all employees on a regular basis.

5.3 Regional Director of Safety and Training

Ride Right's Regional Director of Safety and Training is responsible for:

- Maintaining safety and health competence through training, reading, conferences, and the use of external consultants when necessary.
- Keeping aware of and being able to interpret laws and standards concerning employee risk reduction and with illness and injury record keeping.
- Coordinating the elements of the SSPP with the assistance of the Safety Team and other employees throughout the organization.
- Directing the safety training program, monitoring program compliance, and developing means and methods for reduction of incidents and accidents.
- Promoting safety awareness through education, both formal and informal.
- Conducting periodic updating of specific safety standards to remain current with changes in federal and state requirements.
- Maintaining safe working conditions by helping with the development of engineering, administrative, and work practice controls as needed.
- Developing and maintaining an effective program for initial and continuing safety awareness and education of Ride Right's personnel, including management, supervisors, support staff, bus operators, maintenance personnel, and other employees.
- Implementing a system for employee evaluation, retraining, and corrective action to ensure an effective safety program as directed by senior management.
- Assisting senior management with the provision of adequate personal protective, industrial hygiene, safety, and fire prevention equipment.
- Inspecting facilities to detect hazards that have escaped existing preventions and controls, or have not been detected by other means.
- Providing technical assistance to employees in the performance of their duties under the safety and health program.

- Keeping employees informed of impending emergencies and disasters, either environmental or through acts of terrorism, and initiating emergency response as necessary.

5.4 Department Supervisors and Managers

Each of Ride Right's supervisors and managers are responsible for:

- Setting a good example to other employees by adhering to and supporting safety standards and safe behaviors.
- Supervising and evaluating employee performance, considering each employee's safe behavior and work methods.
- Actively supporting employee participation in activities under the safety program.
- Investigating accidents and safety-related incidents to determine how the procedure or condition can be made safer.
- Discouraging short cuts and consistently and fairly enforcing safe work procedures and safety rules.
- Maintaining and monitoring Ride Right's safety program.
- Assigning discipline for violations of safety rules within each department's purview.
- Monitoring and maintaining good housekeeping in the work environment.

5.5 Senior Management

Ride Right's senior management team is responsible for:

- Providing leadership and positive direction essential in maintaining the safety policy as the major priority in all operations.
- Ensuring that all new facilities, equipment, materials, and procedures are analyzed for potential hazards before completion of design or purchase, and that all potential hazards have been controlled before introduction into the agency.
- Requiring all vendors, customers, subcontractors, and visitors to comply with the company safety policy.
- Reinforcing the importance of safety in the workplace by attending and participating in safety awareness classes and events.

- Ensuring that prompt corrective action is taken whenever and wherever hazards are recognized or unsafe acts are observed.
- Adhering to and supporting safety standards and behaviors.
- Ensuring that the injured receive prompt and appropriate medical treatment.
- Participating in periodic drills to ensure that each employee knows what to do in case of an emergency.
- Providing resources to acquire safety and health equipment and protective devices.

5.6 CEO and Board of Directors

Ride Right's CEO and Board of Directors are responsible for:

- Providing the leadership and resources to carry out the safety policy.
- Setting a good example by adhering to safety and health rules and practices.
- Supporting Managers and Supervisors by upholding disciplinary decisions based on unsafe practices.
- Encouraging employees to use the established hazard reporting system(s) and guaranteeing a strict non-retribution policy for those employees, supervisors, and managers who do use the system(s).

5.7 Human Resources

Ride Right's Human Resources Department is responsible for:

- Maintaining the OSHA injury log.
- Organizing and maintaining personnel and medical files.
- Participating as permanent members in Ride Right's Safety Team.
- Administering Drug and Alcohol Programs.

6 Hazard Identification, Analysis, and Resolution

Hazards are identified through employee observation and reporting, or by means of periodic safety inspections and audits. Current records of inspection items and results are available from the Regional Director of Safety and Training.

Hazard analysis may occur within an individual department or during one of the monthly Safety Team meetings. Analysis should include a description of the hazard, supporting test results, documents, and/or photos and suggestions for resolution.

Once a hazard has been identified and analyzed, it is resolved by first determining its risk value by using the frequency/severity table, and then by determining the best method for remediation. Many hazards can be resolved through more than one mean, but the general process for determining the best method should be by considering engineering controls, administrative work practices or employee actions, in that order.

7 Accident Reporting, Investigation, and Review

The ultimate purpose for providing in-house management and investigation of work-related accidents, injuries, and incidents is to limit injury and damage, identify facts, establish root causes, suggest methods for preventing recurrence, and eliminate or reduce safety risks for Ride Right's employees and customers.

7.1 Accidents

An accident is an unexpected event that causes an injury to a person, and/or damage to property and/or equipment. Types of accidents include:

- Motor vehicle collisions.
- Falls on the same or to a lower level.
- Getting caught in, on, or between equipment or vehicles.
- Coming in contact with chemicals, electricity, heat, cold, or radiation.
- Bodily reaction from either voluntary or involuntary motion.
- Being struck against or by a moving, flying, or falling object.
- Being rubbed or abraded by friction, pressure, or vibration.

7.2 Incidents

An incident is an unexpected event that has the potential to cause injury, and/or damage to property and/or equipment. Examples of incidents include:

- Acts of violence against an employee.
- Acts of violence by an employee against a person or persons.

- Reports of unsafe acts by employees or passengers.
- Bomb threats or other threats of violence.
- Evacuations.

7.3 Work Injuries

Work injuries include any injury, occupational disease, or disability that arises out of, or in the course of, any work-related activity and requires first aid or medical treatment. Worker's Compensation and OSHA-related injuries are considered work injuries for the purposes of this policy.

Injuries should be reported by the injured employee, or a witness, to Dispatch or his or her immediate supervisor as soon as possible. If the injured employee needs medical attention, the appropriate response by coworkers is to:

- 1) Assess the injury.
- 2) Call 911 if necessary.
- 3) Call for assistance, if available.
- 4) Begin emergency medical treatment, if willing and able.
- 5) Continue treatment until emergency responders arrive.
- 6) Contact the Regional Director of Safety and Training and complete a written report as soon as practical.

As soon as possible, the injured employee must complete an Employee Injury Report for the Human Resources Department. In compliance with OSHA regulations, all reportable employee injuries will be recorded by a representative from the Human Resources Department and a summary will be posted from February 1 to April 30 each year for employee review.

The Regional Director of Safety and Training will conduct an investigation to determine the root cause of the incident surrounding the injury and will issue a written report for review by the CEO, department manager, and the Safety Team. Remedial recommendations may be issued by the Safety/Training Office or Safety Team, and will follow normal channels of communication. Investigative resources will include the

Employee Injury Report, eyewitness accounts, employee interviews, equipment testing, and any other reasonable means to determine root causes. Injury reports will be kept on file for future analysis.

7.4 Root Cause

The root cause is the basic condition that leads to an accident or incident. The root cause does not always produce accidents and injuries, but does produce an environment where accidents and injuries become more likely to occur.

7.5 Vehicle Collisions

All vehicle collisions are reported to the Operations Department by the operator while still at the scene. Bus Operators are instructed to contact Dispatch at the time of the incident. In most cases, the operator and a Supervisor complete separate reports. When the collision is minor and does not involve a safety hazard, the vehicle operator may be instructed to continue in service. A written report is completed at the end of the operator's work and may be accompanied by a Supervisor's and other reports. Reports are reviewed by the project manager, who determines preventability. Reports may also be reviewed by Ride Right's insurance carrier and the Regional Director of Safety and Training.

Copies of accident/incident reports and a summary are kept for review and reporting as necessary.

8. Contractor Safety

It is the contractor's responsibility to comply with safety requirements when performing work for Ride Right. Project managers must ensure that safety concerns are included in contracts and are addressed and maintained by the individual contractors and subcontractors.

8.1 Inspections, Audits, and Reviews

Personnel from the Safety/Training Team may conduct both scheduled and unscheduled safety inspections. A periodic audit of contractor safety plans, Safety Data Sheets, and PPE requirements will be conducted by the Safety/Training Team and the project manager. The contractor's safety policies and procedures will also be reviewed periodically for accuracy and compatibility with Ride Right's policies and procedures.

8.2 Hazard Notification and Resolution

If a safety hazard under the control of the contractor is noted, it will be reported to the Regional Director of Safety and Training who will then coordinate efforts with the contractor and other essential personnel to resolve the hazard in a timely manner. In cases where an immediate threat to safety exists, work will be suspended by the Regional Director of Safety and Training while the hazard is addressed and mitigated.

9 Program Elements

We all recognize that most accidents result from unsafe acts of people and/or unsafe conditions, both of which are considered controllable and must be prevented if we are to be able to work in a safe environment.

Ride Right's SSPP is based on separate key elements. Taken together, these elements comprise the complete program, but each element contains specific and separate standards, procedures, responsibilities, and training. In this way the program can be tailored to each department and, in some cases, individual employees. Each element is approved, reviewed, amended, and updated as needed without affecting the performance of the SSPP as a whole.

The key elements of Ride Right’s safety program include, but are not limited to:

Hazard Identification, Prevention, and Control	Maintenance/Facilities Safety	Operator Safety Programs	General Safety Programs*
<ul style="list-style-type: none"> • Incident Management and Investigation • Emergency and Disaster Plans • System Security (SPP) • Vehicle Inspections • Safety Audits • Safety Team • Safety Reports and Forms 	<ul style="list-style-type: none"> • Aerial Platform Certification • Powered Industrial Truck (Forklift) Certification • Clean Air Act Certification (608, 609) • Noise Protection • Lock Out/Tag Out • Personal Protective Equipment • Respiratory Protection • Welding, Cutting, and Brazing Safety • Confined Spaces • OSHA 10-Hour • OSHA 30-Hour 	<ul style="list-style-type: none"> • Defensive Driving Program • Fitness For Duty Evaluation • Operator Refresher Training • Customer Service Training • Safe Driver Awards Program 	<ul style="list-style-type: none"> • Bloodborne Pathogens • Drug and Alcohol Awareness • Ergonomics • Back Safety • Fall Protection • Fire Safety • Recruiting and Hiring Practices • Right-To-Know • Workplace Violence <p style="text-align: center;"><i>*General safety applies to two or more departments or job classifications.</i></p>

10 Safety Communication and Training

Information concerning workplace safety issues is provided to employees through company-wide or departmental meetings, Safety Team briefings, bulletin board postings, memos, and other written communications.

All employees are encouraged to report hazardous conditions or safety concerns by completing an Unsafe Condition Report or Safety Suggestion Form and delivering it to the Regional Director of Safety and Training, another Safety Team Member, Dispatch, or the appropriate Supervisor. These reports form the foundation for Safety Team analyses, reviews and recommendations.

Workplace safety training is conducted under the direction of the Regional Director of Safety and Training. The primary goal of safety training is to give employees the information and skills necessary to perform their assigned tasks without endangering themselves or others. The training complies with current state and federal standards, and covers potential safety and health hazards as well as safe work practices and procedures to eliminate or minimize hazards.

Training records will be kept by the Regional Director of Safety and Training and will include:

- Date of training.
- Employee names.
- Copies of training materials.
- Training subject.
- Employee sign-in sheets and/or course certification.

All safety training is considered mandatory for affected employees. Other training, such as Basic First Aid and CPR, are considered voluntary and will be offered to employees as time and resources permit. All employees are encouraged to participate in community safety training and will receive credit for the classes as it applies to the work environment.

11 SSPP Table of Documents

Document Title	Location	Contact
Employee Handbook	Location General Manager/Human Resources	Human Resources Manager
Operations Policies and Procedures Handbook	Location General Manager/Human Resources	Regional Director of Safety and Training
Collective Bargaining Agreement	Location General Manager/Human Resources	Chief Operating Officer/Union Representative
Code of Federal Regulations (CFR)	Federal Government	OSHA
Crime Prevention through Environmental Design (CPTED)	http://www.ncpc.org	National Crime Prevention Council (NCPC)
Vehicle Maintenance Plan	Maintenance Department	Maintenance/Facilities Manager
Drug Free Workplace Policy	Location General Manager/Human Resources	Regional Director of Safety and Training

This plan is approved by Ride Right's President and CEO and is effective on May 27, 2014.

Name: Alaina Maciá

Title: President and CEO

Signature: 

Date: 5-27-14



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 Hello Tully Dunlap

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[Tools](#)
[Directory](#)
[Resources](#)

Search For Lease - Detail Results

Resco Business Park

Commgate ID # 229760 - Property ID # 267980



Resco Business Park
 11975 FM 3083
 Conroe TX 77301
 Montgomery County

Key Map: 999/Z
Market Area: 2600 Conroe
Building Status: Existing
Overall Usage: Specialty
Occupancy Type: Single Tenant

Building Information

Total Building SF: 4,600
Total Office SF: 950
Total Industrial SF: 3,650
Largest Contiguous SF: 4,600
Year Completed: 1976
Year Renovated: 2014
Construction Type: Metal
Security System: No
Building Class: C
of Buildings: 1
of Floors: 1
LEED Cert: No
Energy Star Cert: No

Parking Information

Total Parking: 20

Property Information

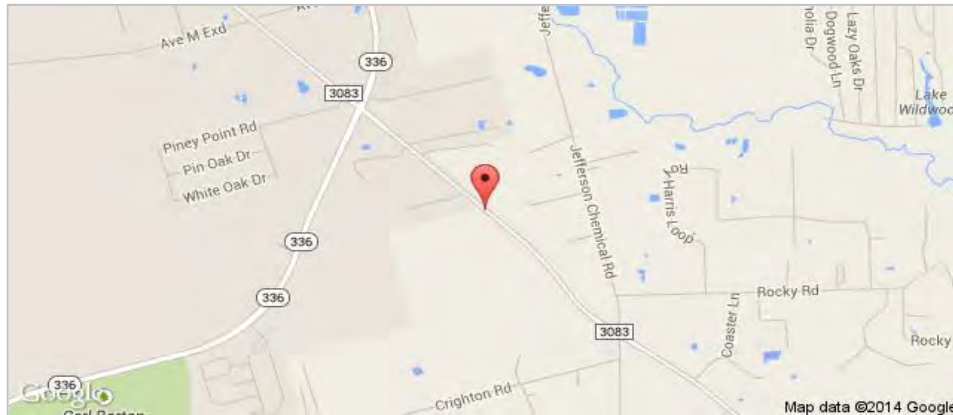
Total Land SF: 42,689
Acres: 0.9800

MORE INFORMATION

[Email to a Client](#)
[Email Broker](#)
[Printer Friendly Version](#)

RESEARCH TOOLS

[Nearby Tenant Search](#)



Space Information (Commgate ID 229760)

Asset Class: Industrial	Total Avail SF: 4,600
Industrial Type: Manufacturing	Divisible To SF: 4,600
Status: Available	Asking Rent Min: \$ 7.83 /sf/yr
Availability: Available	Asking Rent Max: \$ 7.83 /sf/yr
Date Avail: 9/8/2013	Lease Type: Industrial Gross
Move In: 30 days	Tot Monthly Rent: \$ 3,002

Floor:	1	Vacant SF:	4,600
Entire Floor:	Yes	Last Updated:	2/21/2014
Sub Lease:	No		
Ceiling Height:	14.0-16.0 ft		
Grade Level	3		
Doors:			

Listing Comments

This is an older 4,600 SF metal building with app. 800 SF of covered outside work area. New owner will remodel building or lease as-is. Nearly 3/4 acre stabilized laydown yard. Good access to Loop 336 & I-45.

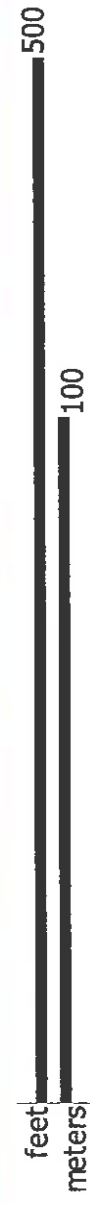
Contact Information

Listing Agent:	Tully Dunlap	Phone:	(281) 844-1558	Email:	tullyd@aol.com
Listing Company:	Allstar Commercial Properties	Phone:	(936) 756-8598	City:	Conroe TX

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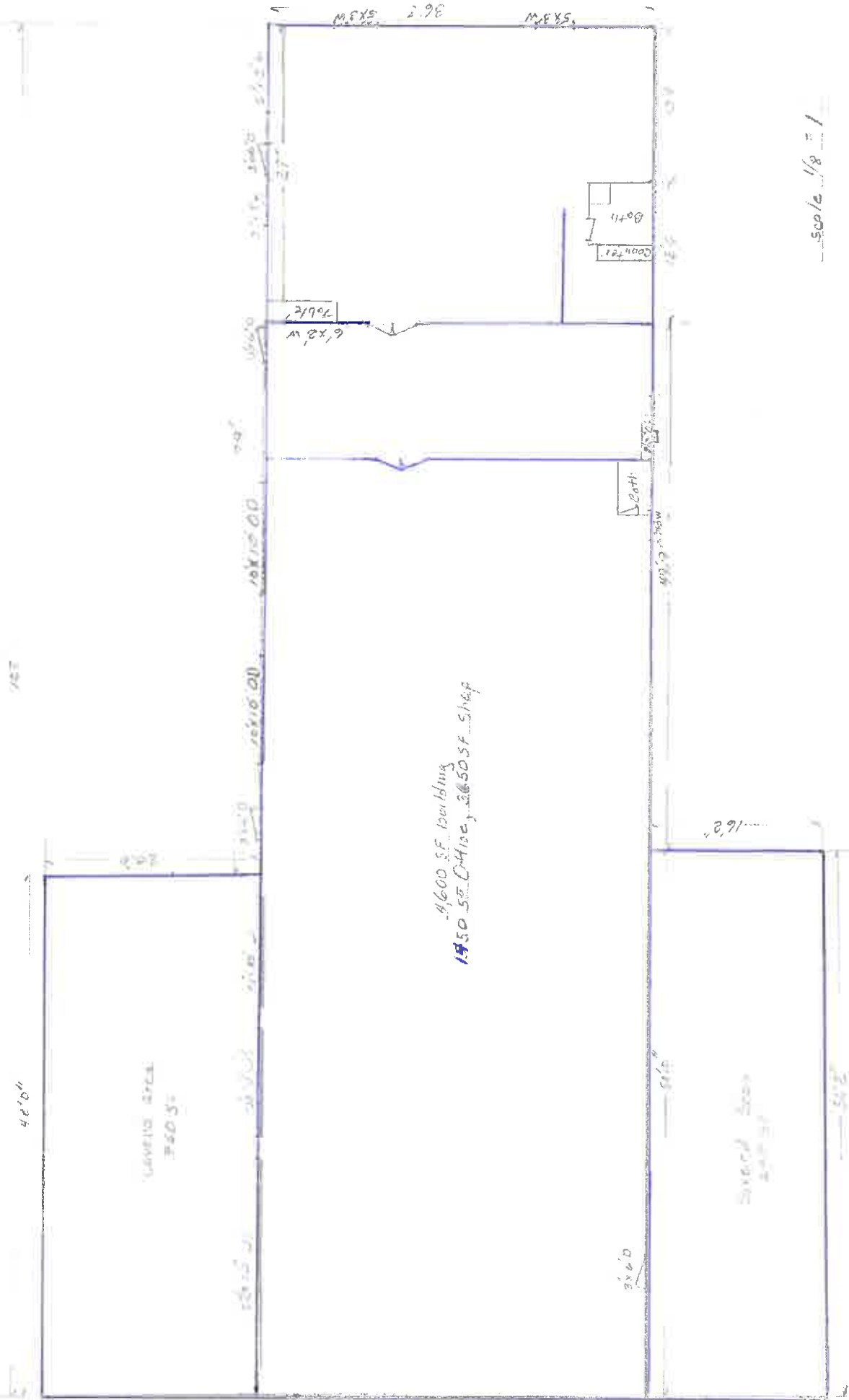
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All information provided is deemed reliable but is not guaranteed and should be independently verified.

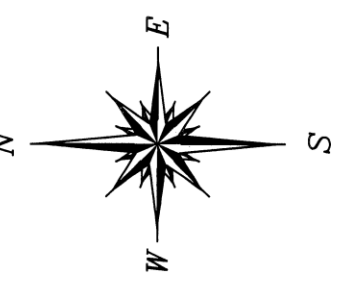


Google earth

11/14/14



scale 1/8" = 1'



**T.C. HOWELL SURVEY
ABSTRACT No.272
MONTGOMERY COUNTY, TEXAS**

Called 17.25 Acres
K.W. Pollard
Vol. 673, Pg. 700 MCDR

Rec: N 76°36'44" E 387.52'
N 76°36'44" E
N 387.52'

**TRACT 1
0.985
ACRES**
c.f. 2000-074980

**TRACT 2
1.014
ACRES**
c.f. 9755095

Rec: N 76°36'44" E 388.94'
E 386.61'
N 76°05'42" E

Point of Beginning
found 1/2" iron rod

F.M. 3083

Called 16.0 Acres
Rudolph Masterson
861-1207

set 1/2" iron rod
1/2" I.R.
brs. N 13°26'W-3.6'

Rec: S 46°56'29" E 134.64'
E 130.48.40"
E 134.64'

Called 1.830 Acres
Donny & Michele Scaife
CF 2001-048979

LOT A

metal building
covered concrete
concrete
125.3'

15.8' a/c
36.1'

18" RCP
asph.

24" RCP
asph.

found 1/2" iron rod

133.91' W 133.86'

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'

Rec: S 46°56'29" E 134.18'
E 137.57.40"
E 134.18'

1.8' metal building
59.5'

23.5'

23.5'

23.5'

23.5'

23.5'

23.5'

23.5'

23.5'

23.5'

LOT B

metal building
covered concrete
50.2'

10.5'

151.4' a/c

52.8'

8.3' chain link fence

found 1/2" iron rod

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'

Rec: S 76°29'01" W 390.37'
S 76°36'44" W 390.37'

389.72" W

10.5'

13.2' fence corner

13.2'

13.2'

13.2'

13.2'

13.2'

13.2'

13.2'

13.2'

13.2'

13.2'

LOT 1-A-3

Called 1.399 Acres
Conroe Empire Electric
CF 8401281

metal building

25.2'

50.3'

50.3'

50.3'

50.3'

50.3'

50.3'

50.3'

50.3'

50.3'

50.3'

50.3'

50.3'

50.3'

LOT 1-B

Called 0.620 Acre
Conroe Empire Electric
CF 8703621

covered concrete

50.2'

10.5'

151.4' a/c

52.8'

8.3' chain link fence

found 1/2" iron rod

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'

133.57" W 133.4'



BOUNDARY & IMPROVEMENT SURVEY

FOR: RESCO ELECTRIC LTD.

11975 F.M. 3083
CONROE, TEXAS 77303

TRACT 1:
BEING a 0.985 acre tract of land situated in the T.C. Howell Survey, Abstract No. 272, Montgomery County, Texas and being all of that certain tract of land as described in deed recorded under County Clerks File No. 2000-074980 of the Official Public Records of Montgomery County, Texas and being more commonly known as Lot A of CHAMPION HILLS, an unrecorded subdivision of 69.090 acres and being more fully described by attached metes and bounds.

TRACT 2:
BEING a 1.014 acre tract of land situated in the T.C. Howell Survey, Abstract No. 272, Montgomery County, Texas and being all of that certain tract of land as described in deed recorded under County Clerks File No. 9755095 of the Official Public Records of Montgomery County, Texas and being more commonly known as Lot B of CHAMPION HILLS, an unrecorded subdivision of 69.090 acres and being more fully described by attached metes and bounds.

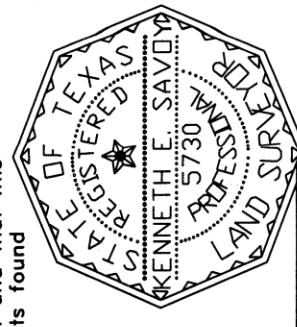
Record data as shown hereon was relied upon in part and taken from a Commitment for Title Insurance issued by the following qualified provider:
Fidelity National Title Company
G.F. No. 130003757
Effective date: 11 July 2013

Tract shown hereon is located in ZONE X, areas outside the 500-year flood plain, according to Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No. 48339C 0395F effective 12/19/96.

Note: No visible or apparent easements or encroachments affecting subject property noted at the time of survey, except as shown hereon.

I hereby certify that this survey was made on the ground under my supervision and that this drawing correctly represents the facts found at the time of survey.

Date of Survey: 23 July 2013



Kenneth E. Savoy
Kenneth E. Savoy
Registered Professional Land Surveyor No. 5730

**CHAMPION HILLS SUBDIVISION
(UNRECORDED)**

TEXAS PROFESSIONAL SURVEYING, LLC.
3032 N. FRAZIER STREET, STE. A
CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448

PROJECT NO. R150-01	Key Map 189F	DRAWING DATE: 07/26/13
	REVISED:	DRAWN BY: CDF

**Contractor Response
to Request for
Information**

Response to Request for Information

In Tab 8, Appendix G, "Depending on the size of the fleet and the requirements to the agency, Ride Right will utilize specialized software from Ron Turley Associates or Fleet Focus, which ensures regular maintenance and record keeping is being properly maintained." Clarify if the City of Conroe will meet the requirements for this Fleet Services.

Yes, Ride Right intends to utilize Ron Turley Associates (RTA) Fleet Management Software for monitoring vehicle status, warranty requirements, and inventory levels, along with controls of scheduled and unscheduled repair items, air conditioning, and wheelchair lift parts and materials. We utilize this service for many of our current contracts, and we will implement this software in Conroe at no additional cost to the City.

RTA Fleet Management Software provides the ability to define and track preventive maintenance schedules and repairs; calculate when maintenance is due; schedule preventative maintenance notifications by date, mileage, or hours; and provide a detailed maintenance history and cost summary. Access to the RTA software will be provided to the City upon request to monitor vehicle repairs.

RTA Fleet Management Software is one of the most comprehensive software packages on the market. It is also highly customizable, with many user-definable features and options. Included are a full range of reports, which will provide the City with immediate feedback on fleet performance. Ride Right's General Manager will monitor the RTA system and ensure that all repairs, inspections, and warranty work is performed as required. Once alerted that a vehicle is approaching a due date for scheduled maintenance, he will schedule that vehicle for service. Ride Right will maintain a vehicle file for each vehicle within the RTA Fleet Management Software that includes a complete maintenance and repair history, inspection, and licensing documentation.

In Tab 10, Certifications, Ride Right lists Saxon Fleet Services for bus maintenance services and lists their location in Houston, Texas. Will their maintenance services be provided at the location listed in the document, 40 miles from the City, or will they provide the maintenance service locally at the facility listed in the Service Implementation Plan?

Ride Right selected Saxon Fleet Services, a certified DBE and HUB provider with more than 30 years of experience, for bus maintenance services. Jonathon Fogelman, Director of Operations for Saxon, has reviewed the RFP maintenance requirements and confirmed the company's commitment to the project and ability to provide on-site maintenance at our proposed facility (11975 FM 3083, Conroe).



The City of Conroe is moving the start date for the Service to January 19, 2015. If there are any issues with this change, please inform the City in your response to this request.

Ride Right acknowledges this change and confirms our ability to begin service on January 19, 2015.

For clarification, pricing for service expansion is limited to the additional cost for the expanded service, if exercised, and is in addition to the initial service pricing. As a result, the City is requesting Respondents to review their price proposals and submit a Best and Final Offer for both the initial service and service expansion for Fixed Route and ADA Complementary Paratransit. Be sure to carefully review your price proposal calculations.

Based on this clarification, we have revised our price proposal for the service expansion options; please see attached forms. We further confirm that this pricing represents our Best and Final Offer to provide service as outlined in the RFP.

INITIAL SERVICE PRICING

1. Pricing, Base Period, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	9,966.95	358,810.20
	2	Variable Cost	Revenue Hour	18,000	33.97	611,460.00
Total Price Base Period, Fixed Route Service						970,270.20

Base Period, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
70%	7%	0%	23%

Pricing, Base Period, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	5,505.65	198,203.40
	2	Variable Cost	Revenue Hour	9,000	37.53	337,770.00
Total Price Base Period, ADA Paratransit Service						535,973.40

Base Period, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	6%	0%	21%

2. Pricing Option #1, Fixed Route Services

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	10,150.40	121,804.80
	2	Variable Cost	Revenue Hour	6,000	37.16	222,960.00
Total Price Base Period, Fixed Route Service						344,764.80

Pricing, Option #1, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
69%	8%	0%	23%

Pricing, Option #1, Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	5,608.41	67,300.92
	2	Variable Cost	Revenue Hour	3,000	41.06	123,180.00
Total Price Base Period, Fixed Route Service						190,480.92

Option #1, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
71%	8%	0%	21%

3. Pricing Option #2, Fixed Route Services

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	10,397.84	124,774.08
	2	Variable Cost	Revenue Hour	6,000	39.00	234,000.00
	Total Price Base Period, Fixed Route Service					

Pricing, Option #2, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
68%	10%	0%	22%

Pricing, Option #2, Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	5,740.35	68,884.20
	2	Variable Cost	Revenue Hour	3,000	43.06	129,180.00
	Total Price Base Period, Fixed Route Service					

Option #2, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
70%	9%	0%	21%

SERVICE EXPANSION PRICING

1. Pricing, Base Period, Fixed Route Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	1,343.72	48,373.92
	2	Variable Cost	Revenue Hour	18,000	31.31	563,580.00
Total Price Base Period, Fixed Route Service						611,953.92

Base Period, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
75%	7%	0%	18%

Pricing, Base Period, ADA Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
1-3	1	Fixed Cost	Month	36	895.56	32,240.16
	2	Variable Cost	Revenue Hour	9,000	36.36	327,240.00
Total Price Base Period, ADA Paratransit Service						359,480.16

Base Period, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
77%	6%	0%	17%

2. Pricing Option #1, Fixed Route Services

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	1,419.16	17,029.92
	2	Variable Cost	Revenue Hour	6,000	32.90	197,400.00
Total Price Base Period, Fixed Route Service						214,429.92

Pricing, Option #1, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	8%	0%	18%

Pricing, Option #1, Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
4	1	Fixed Cost	Month	12	941.58	11,298.96
	2	Variable Cost	Revenue Hour	3,000	38.26	114,780.00
Total Price Base Period, Fixed Route Service						126,078.96

Option #1, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
76%	7%	0%	17%

3. Pricing Option #2, Fixed Route Services

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	1,457.37	17,488.44
	2	Variable Cost	Revenue Hour	6,000	33.86	203,160.00
	Total Price Base Period, Fixed Route Service					

Pricing, Option #2, Percentage of Pricing*, Fixed Route Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
73%	9%	0%	18%

Pricing, Option #2, Paratransit Service

Year(s)	Item #	Item Description	Annual Unit of Measure	Quantity	Unit Price	Extended Price
5	1	Fixed Cost	Month	12	967.98	11,615.76
	2	Variable Cost	Revenue Hour	3,000	39.39	118,170.00
	Total Price Base Period, Fixed Route Service					

Option #2, Percentage of Pricing*, ADA Paratransit Service

Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
75%	8%	0%	16%