



Technical  
Proposal



**CARSON CITY PURCHASING AND CONTRACTS**

Public Transportation Operating Service

ADVERTISED PROPOSAL #19300178

June 2020



**CARSON CITY PURCHASING AND CONTRACTS**

**ADVERTISED PROPOSAL #19300178  
BID TITLE "Public Transportation Operating Service"**

**First Transit**

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## 5.1.3.1 - COVER LETTER

*5.1.3.1 Cover letter, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete.*

Please find First Transit's Cover Letter included on the following pages.

June 1, 2020

Ms. Carol Akers  
 Purchasing and Contracts Administrator  
 Carson City Purchasing and Contracts  
 201 North Carson Street, Suite 2  
 Carson City, Nevada 89701

**Re: ADVERTISED PROPOSAL #19300178 - BID TITLE “Public Transportation Operating Service”**

Dear Ms. Akers,

First Transit is pleased to have the opportunity to participate in Carson City's current procurement for the Jump Around Carson transportation services. We understand the requirements for these important transportation services as defined in the RFP and that Carson City is looking for an innovative, professional firm to provide **safe, on-time, customer-focused transportation services** at a competitive price.

We value our potential partnership with Carson City and are pleased to present our proposal for the Jump Around Carson services. We understand that we have a responsibility to provide services that exceed your expectations and those of our passengers while also providing efficiencies to Carson City. We believe our pricing, as proposed, is the most comprehensive, responsible, and efficient cost structure required to provide these services.

**► FIRST TRANSIT – INDUSTRY LEADER**

**For the past 65 years, First Transit has been a leader in the transit industry, currently serving 335 clients each day throughout North America.** With a long and proud tradition in public transportation, First Transit stands behind our promise of a superior level of service, performance, and support that is second to none in our industry. We will uphold this same commitment to Carson City in the provision of the Jump Around Carson services.

<b>65</b>	<b>335</b>	<b>135</b>	<b>92</b>
<i>Years of progressive experience operating transit services</i>	<i>Current Transit Contract Locations</i>	<i>Contracts operated by First Transit that are fixed route or fixed route/ paratransit combined</i>	<i>Contracts operated by First Transit that are paratransit or paratransit/ fixed route combined</i>







## ► FIRST TRANSIT'S COMPETITIVE SERVICE ADVANTAGE

By partnering with First Transit, Carson City will receive the following benefits and enhanced services from an industry leader:

- **Knowledgeable, experienced General Manager Michael Jacobs**, who will be responsible for overseeing Carson City's transportation services. Michael has over 8 years of transportation industry experience, with 5 of those years being in supervisory or management roles.
- **We will honor the newly ratified Collective Bargaining Agreement (CBA)**, which covers drivers and dispatchers. New hire drivers will receive a \$14.00 per hour starting wage, and CDL drivers will receive a \$1.00 premium when operating fixed route service. We will provide a 'Longevity Bonus' for drivers with more than 10 years of seniority to incentivize their commitment to their career operating the JAC services with \$50 per pay period. First Transit's wage scale will include nearly seven percent (7%) annual escalations for the base term of the contract to continue to keep pace with market rates. We will honor the current employees' seniority for wages and benefits.
- A **smooth transition with no disruption in service** to Carson City or its passengers. Our west region transition team has completed hundreds of successful operation transitions in their careers. In 2020, this team has successfully transitioned Spokane, WA and Merced, CA.
- Our **comprehensive safety and training programs** that provide professional training for operators that will lead to delivery of safe, customer-oriented services.
  - We have **TSI-certified instructors** on staff, along with our own certified instructor training program to develop TSI-certified instructors.
  - First Transit implemented a new **Be Safe Safety Leadership Training Program** that focuses on positive reinforcement to build safe operational and maintenance practices.
  - First Transit has **received recognition for safety and quality operations** awarded by APTA and the National Safety Council.
  - **Extensive Customer Service Training** to build a culture of customer focused service delivery.
  - **Inclusion of a Safety Bonus for drivers**
- **Development of a location-specific recruiting strategy**, including the use of technology recruiting tools to track applicants, followed by marketing blasts and "grass roots" hiring campaigns to attract and recruit the best applicants.
- Retention efforts that include **employee appreciation activities and the opportunity for promotion** of our talented staff from within First Transit.
- **Service excellence** through the use of current technology solutions, world-class safety and driver training, customer service focus and an exceptional management team dedicated to successful contract performance. Our comprehensive programs will lead to the delivery of safe, customer-oriented services which keep passengers and employees safe, improve service familiarity, emphasize on-time performance, and enhance the passenger experience.



- **Unrivaled region management support** for the services provided by Region Senior Vice President Fadi Chakbazof, Region Vice President Mark Elias, Region Director of Operations Lora Mallory, Region Safety Manager Margie Conklin, Region Human Resources Manager Javier Rodriguez, and Vice President of Finance Maureen Jacobson—all of whom have over 100 combined years of experience in transit operations and will ensure successful service for the Carson City fixed route and dial-a-ride passengers.
- **Our First America University program** provides an online resource to help motivated employees reach the next level in their career with First Transit – **4,000 classes** are available to our employees to supplement their career development and training needs.
- The **power of our national network** of managers and transportation professionals, providing instant information sharing on a variety of transit matters.
- Comprehensive suite of **First Transit’s Innovate First technology tools** provided to enhance safety, efficiency and performance, including:

	<b>First Transit’s Innovate First Technology Solutions for Carson City</b>
	<p><b>DriveCam SF300</b> to enhance safety with the provision of a customized training and monitoring tool. This upgraded unit detects events of unsafe behavior, but also emits audio triggers for lane departures, forward imminent collisions, and rolling stops. This proactive driver monitor will provide instant improvements to safety.</p>
	<p><b>GeoTab ProPlus</b> technology to provide a backup real-time AVL monitoring and reporting for First Transit management and Carson City staff. In addition, GeoTab ProPlus will offer benefits to Carson City’s vehicle maintenance that will enable effective predictive analysis of the fleet – shifting unscheduled repairs to scheduled maintenance to reduce fleet downtime and road calls. First Transit also uses GeoTab to collect data to help management look at data points collected such as average duration of operator check in at window, operator bus arrival to yard departure to capture the time spent clocking in versus time spent on pretrips.</p>
	<p><b>First Transit’s Management Information Dashboard</b> for increased reporting capabilities and close to real-time, detailed, graphical information and operational data that allows the management team to monitor and ensure compliance of Key Performance Indicators (KPIs).</p>





- **Strong familiarity with both Ecolane and Bishop Peak technology**, which are currently used in multiple First Transit locations. During the transition, we will bring Ecolane on-site to administer training to our management team and dispatchers to ensure they are utilizing the technology to its full capacity.
- **First Transit's Security Team** will assist our location management team and Carson City in developing a plan to address any potential hazards and safety concerns.
- **Utilization of First Transit's Operations Support Team** that provides:
  - **Customized technology plans** that improve daily service, rider experience, and system efficiencies.
  - **Experts available to help Carson City** in creating and delivery on technology strategy.
  - Technology advocates ready to offer **unbiased feedback** on latest technology solutions available on the market.
- **Experienced, professional regional and corporate support** committed to partnering with Carson City in providing the best services and staying abreast of industry trends. This includes **First Transit's experience with Transportation Network Companies (TNCs), Mobility-as-a-Service, and Shared Autonomous Vehicle (SAV) solutions**. First Transit would be an experienced partner to assist Carson City if any of these services would be of interest in the future.

**▶ FIRST TRANSIT: A PARTNER YOU CAN TRUST**

Backed by more than six decades of industry experience, and direct experience in a broad range of passenger transportation modes, First Transit stands ready to take this next step with Carson City. Our partnerships with clients to improve services across North America demonstrates our ability to achieve your present and future vision for the Jump Around Carson transportation services. A couple of examples of these partnerships are detailed below.

**IMPROVING FIXED ROUTE ON-TIME PERFORMANCE: CITY OF PHOENIX-WEST**

Our fixed route operation for the City of Phoenix West experienced issues with on-time performance in 2018. The City, our regional management team, and the newly hired general manager created a detailed, data-driven plan to improve.



Root Cause	Solution
<b>Driver Shortages</b>	Focus on hiring new drivers. Our general manager began aggressive recruiting efforts and successfully <b>hired 78 new skilled operators in 120 days</b> , bringing the operation to full staff.
<b>Individual Performance</b>	Drivers struggling with timeliness received one-on-one coaching, retraining, and focused daily supervision. Over a three-month period, <b>the four consistently lowest performing drivers all achieved on-time performance over 94%</b> .



Root Cause	Solution
<b>Supervision and in-service support</b>	We increased the number of road supervisor positions, decreasing the ratio from 1:22 drivers to 1:15 drivers. More management presence in the yard ensured on-time pull out and more supervision on the road supported quick responses to incidents and breakdowns.

That same year, First Transit’s efforts resulted in a **successful renewal of our contract** with the City following a competitive procurement.

### IMPROVING PARATRANSIT PERFORMANCE: POMONA VALLEY TRANSIT AUTHORITY

Throughout our 5-year partnership with the Pomona Valley Transit Authority (PVTA), we created a foundation of solid performance and shared goals for the agency’s demand response services and are committed to continual improvement in our service delivery, meeting the evolving needs of the PVTA ridership.



- First Transit **increased productivity 16%** from August 2019 through November 2019 (3.15 to 3.65)
- Our PVTA operation was **accident-free for an entire year** (October 2018 through October 2019)
- We **exceeded PVTA goals for passenger trips** by almost 10% (31,000+)
- PVTA’s services experienced **only two valid complaints from April 2019 through June 2019**, exceeding PVTA’s goal

## ▶ ADDENDA ACKNOWLEDGEMENT

We acknowledge the receipt of the following:

- Addendum 1, issued 05/20/2020
- Addendum 2, issued 05/22/2020

## ▶ COMPANY STATEMENTS

### COVID-19

- Due to the unknown timeline of how COVID-19 will impact public transportation and travel restrictions, we request that the start-up date be further discussed to include flexibility once the COVID-19 impact is fully understood by both Carson City and First Transit.
- Due to the unknown impact of COVID-19 and the time it will take service volumes to return to Carson City historical normalcy, when appropriate we would request further discussions and negotiations with Carson City on how to adequately cover our operational fixed costs due to reasons beyond First Transit or Carson City’s control – for example, when the revenue time, miles or hours is below what bidders have been asked to price.



- Due to unknown potential regulatory changes and the COVID-19 impact on public transportation, we request the opportunity to discuss any unforeseen financial implications that materially change the Contractor's requirements to fulfill the RFP Scope of Work under this procurement before and after executing a contractual agreement.

#### PROPOSAL CERTIFICATION

First Transit certifies that the information contained within the proposal is accurate and complete.

### ► MOVING FORWARD – FUTURE PARTNERSHIP WITH CARSON CITY

We are excited about the possibility of partnering with Carson City in the provision of these important Jump Around Carson transportation services. Should you have questions concerning any aspect of our proposal or wish to schedule a meeting to discuss the ability of First Transit and our management team to successfully operate your transportation services, please feel free to contact Jim Coffman, Business Development Manager, at (513) 335-8069, [james.coffman@firstgroup.com](mailto:james.coffman@firstgroup.com). We look forward to discussing our proposal with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bradley A. Thomas".

Bradley A. Thomas, President  
First Transit, Inc.



## 5.1.3.2 - ABOUT FIRST TRANSIT

5.1.3.2 Brief description of the major business functions, history and organizational structure of the firm.

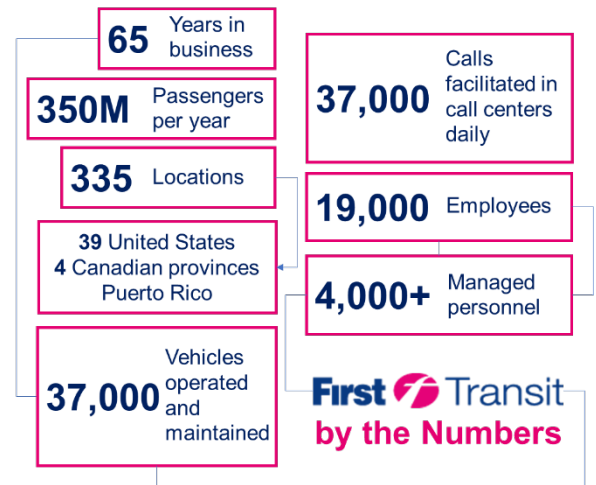
### COMPANY INTRODUCTION

First Transit, Inc. supplies precision, efficiency, innovation, and all-around expertise to both public and private transportation systems. With 65 years of experience, First Transit has hands-on experience with every facet of transportation operations, maintenance, and administration. Today, we are the nation's leading provider of public transportation contracting and management services.

Headquartered in Cincinnati, Ohio, First Transit operates in 335 locations, carrying more than 350 million passengers annually throughout the United States in 39 states, Puerto Rico, and four Canadian provinces.

By using the unique talents of the professionals in each business unit across the breadth of the company, First Transit participates on projects of all types, sizes, and scopes. Applied in many operating environments, our varied skills include:

- Traditional fixed route and ADA paratransit services under management contracts or turnkey operations
- ADA call centers services and brokerage services for human service transportation
- Flexible route systems
- Rural and urban transit systems
- University transportation services



- Airport shuttle services
- Microtransit mobility solutions
- Autonomous vehicle operations
- Mobility as a Service (MaaS) solutions
- Streetcar and rail systems
- Maintenance and facilities management
- Alternative fuel operations, including electric, hybrid, and compressed gas-powered coaches

### FIRST TRANSIT'S HISTORY

Our firm's growth is a direct result of our willingness to embrace change and the desire to build partnerships to achieve common goals. Founded in 1955 as American Transportation Enterprises, First Transit has had several acquisitions and name iterations. In 1999, the firm was acquired by FirstGroup, plc, our UK-based parent company, and became First Transit.

### CARSON CITY REGION SUPPORT TEAM

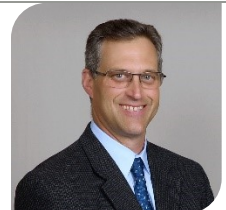
General Manager Michael Jacobs and our Carson City team will be supported by First Transit's Region Management Team. These diverse and highly qualified individuals will provide experienced support throughout the operation, including the areas of safety, training, maintenance, administration, accounting, insurance claims management, and human resources.

#### Region Support Staff

**Fadi Chakbazof, Senior Vice President:** Fadi brings with him more than 17 years of transportation experience in delivering operational excellence and innovative solutions for transit agencies. Fadi leads a team of experts to ensure quality service at the locations. He will work closely with region staff for success in client relations, performance, and operations.



**Mark Elias, Region Vice President:** Mark has more than 17 years of transit and management experience. His expertise includes; budget management, financial analysis, local and federal funding, contract compliance and project management. Mark will help develop the local management team.





## Region Support Staff

**Lora Mallory, Region Director of Operations:** Lora brings with her more than 20 years of operations support. Her core competencies include; daily operations, planning, and administrative support for locations. She will work closely with our General Manager to help in all facets of the operation.



**Margie Conklin, Region Safety Manager:** Margie has over 20 years of experience in transportation safety. She has earned certifications on OSHA, CSSO, and Transportation Safety Institute (TSI) Master Trainer. She supports our locations in matters of safety, security, training efforts, and ensures that operations follow all applicable DOT and First Transit policies and procedures.



**Maureen Jacobson, Vice President of Finance:** Maureen provides management reporting and analyses of all financial and operating data for our Central and Western Region locations. Maureen handles all financial reporting and analysis, operational and financial controls, forecasting and budgeting, process efficiencies and overall financial oversight on day to day operations for both the region and location levels. She has over 25 years of finance experience in the transit industry.



**Kim Mingo, Senior Director of Human Resources:** Kim has over 17 years of experience in employment and labor relations, and the last 10 she has supported all locations in First Transit's West Region. She collaborates with senior leadership to develop and implement effective labor and relations and employee relations strategies. She works closely with her team to develop location managers and assist in operations as needed.



**Javier Rodriguez, Region Human Resources Manager:** Javier brings with him a wealth of knowledge and experience in human resources, having worked in the industry for over 15 years. He provides support for labor and employee relations. He is directly involved with the development and training of local management and works with each location to focus on their specific employee and recruiting needs.



## 5.1.3.3 – KEY PERSONNEL

*5.1.3.3 Resume/work history of key personnel to be assigned to this project, including the on-site manager and any corporate or other technical assistance/consulting staff (internal or external). Additionally, detail of the positions and the number of employees in each position shall be provided; work experience of mechanics/experience with same or similar make/model buses in JAC fleet.*

## CARSON CITY LOCAL LEADERSHIP TEAM

Our management team brings proven knowledge of the transit industry, experience leading successful organizations, and the energy and passion for delivering efficient operations. In the spirit of a true partnership a representative from the management team will always be on call to respond to Carson City concerns or emergencies, ensuring proactive and responsive service 24 hours a day. We have included **resumes** for our key personnel as an **Attachment**.



## MICHAEL JACOBS, GENERAL MANAGER



First Transit is pleased to propose Michael Jacobs as General Manager for the Carson City transportation operations, Jump Around Carson (JAC). Michael Jacobs has **eight (8) years transportation industry experience including five (5) years in supervisory or management roles.** Michael has served as Safety Manager for First Transit’s Portland, Oregon location since 2017, and under his leadership, this location has made great progress in safety. In fact, this location received the **“Most Improved Safety Performance Award” for FY 2019** under Michael’s safety management.

Michael is a hands-on leader whom has worked his way up the ranks, where he began his transportation career as a driver, progressed to dispatcher, then Operations Supervisor and into his current role as Safety Manager. Michael even has experience putting chains on the vehicles, a skill which he will need to utilize that experience in the winter in Carson City. This vast experience makes Michael Jacobs an excellent choice for general manager for the City’s Jump Around Carson service. **Michael is a dedicated safety professional with an outstanding work ethic and the ability to work well with others. He is passionate about customer satisfaction and delivering a quality service. Michael consistently works on improving processes to increase productivity through new training programs and analysis of established procedures.**

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

## ANDRE PETWAY, OPERATIONS AND SAFETY MANAGER



First Transit is pleased to propose Andre Petway as Operations and Safety Manager for the Carson City transportation operations. Andre has **over 13 years of transportation industry experience in the transit industry** in positions such as Operations Supervisor, Road Supervisor, and Operator. In addition to his experience, Andre is a certified classroom and BTW trainer, and is certified in Reasonable Suspicion and FEMA Incident Command System. As Operations Manager, Andre will direct day-to-day operations of the Carson City transit system, including supervision of staff, performance monitoring, safety oversight, and prompt resolution of service concerns. Andre will handle ensuring the safe, cost-effective, and on-time operating performance of the transit system. Under his direction, we will meet all service delivery standards set forth by Carson City.

## STAFFING CHART

First Transit conducts a thorough analysis to determine proper staffing levels for our proposed operations. This analysis includes reviews of First Transit’s current operations of similar size and scope, and local employment trends. To determine adequate staffing levels, we consider:

- Calculation of staffing by RFP revenue hours
- Estimation and analysis of employee turnover rates at similar locations
- Data of staff call-off tendencies
- Historical review of projected overtime hours compared to actual usage

The chart provided below outlines our anticipated staffing levels, based on the information provided in this RFP. First Transit will provide sufficient oversight personnel and direction during all hours of operation.

Position	Staffing Level
General Manager	1 FT
Operations and Safety Manager	1 FT
Dispatchers	2 FT, 1 PT
Drivers	11 FT, 8 PT

**Note:** As First Transit understands that Carson City is providing maintenance services under this contract, we have not included any vehicle maintenance technicians in our proposal for these services.

## JOB DESCRIPTIONS

Position	Responsibilities
General Manager	<ul style="list-style-type: none"> <li>• Complete oversight of operations, maintenance, safety, &amp; administrative duties</li> <li>• Primary liaison with customer</li> <li>• Provide leadership and support for all project personnel</li> </ul>



Position	Responsibilities
	<ul style="list-style-type: none"> <li>• Maintain strong safety culture and encourage continuous improvement</li> <li>• Classroom training for vehicle operations, customer relations, passenger assistance, and defensive driving</li> <li>• Behind-the-wheel training</li> </ul>
<b>Operations and Safety Manager</b>	<ul style="list-style-type: none"> <li>• Safe, efficient, and successful service delivery</li> <li>• Focus on achieving key performance indicators</li> <li>• Customer service levels with operations and driver personnel</li> <li>• Accident investigation and reporting</li> <li>• Coordinate safety meetings</li> </ul>
<b>Dispatcher</b>	<ul style="list-style-type: none"> <li>• Manage on-time performance of bus operators</li> <li>• Continual service monitoring utilizing scheduling system</li> <li>• Immediate response to operational issues</li> </ul>
<b>Vehicle Operators</b>	<ul style="list-style-type: none"> <li>• Primary passenger-relations contact</li> <li>• Provides safe transportation and exceptional customer service to the passengers</li> <li>• Perform scheduled runs, assist passengers as needed, complete pre-trip and post-trip vehicle inspections</li> </ul>

## WAGES—A KEY FOUNDATIONAL INVESTMENT

The single most vital component of delivering service excellence to Carson City will be your partner's **ability to fully staff the operation** for the duration of the contract term. It is vital that wages are high enough to facilitate the ability to recruit, hire, and retain safe, reliable, customer-focused drivers. We believe that the newly ratified Collective Bargaining Agreement wages are in line with the market, and have matched those wages in our proposal, which we plan to offer to drivers and dispatchers.

▶▶▶ **New hire drivers will receive a \$14.00 per hour starting wage, and CDL drivers will receive a \$1.00 premium when operating fixed route service. First Transit's wage scale will include nearly 7% annual wage escalations for the base term of the contract to continue to ensure the ability to hire talented drivers. We will incentive drivers based on longevity to retain the best operators, as well as offer a Safety Bonus program.**

We intend to provide wages and benefits to make the JAC services a career of choice in the community and to attract and retain a full staff of safe, customer-focused drivers for the Carson City transportation operation. We intend to provide wages and benefits to make the JAC services a career of choice in the community and to attract and retain a full staff of safe, customer-focused drivers for the Carson City transportation operation. **Over the next few years, First Transit foresees that the CDL market in Carson City will continue to drive up wages for CDL drivers. Therefore, it is important that wages are set correctly from the beginning of the contract and remain competitive into the future.** Across the nation, a significant factor for success of transportation agencies, school districts, and private contractors, such as First Transit, is the solution for nationwide bus driver shortage. Over the last several years, there have been persistent driver shortages across the country, which have been getting progressively worse due to a lack of qualified drivers in the marketplace. The result is that transit agencies are working overtime to recruit more bus drivers. To plan for success in all areas we operate, First Transit has found that wages must be appropriate for the marketplace to effectively recruit and retain qualified CDL drivers and avoid driver shortages.

▶▶▶ **Our analysis demonstrates that starting wage rates should be at \$14/hour for drivers. Anything less will not be sufficient in the market based on the current labor conditions, especially with Carson City's pre-pandemic unemployment rate at 4.1%.**

It is important that Carson City strongly consider all proposer's wage structures as part of the procurement. **If a competitive wage structure is not in place and in-line with the market, staffing challenges will emerge and result in persistent shortages that will affect the long-term quality of the operations.** We believe the wages we have proposed along with our strategies for incentives and retention of valuable employees will ensure the continued success of the Jump Around Carson services.

## WRITTEN STANDARDS OF CONDUCT AND REQUIRED PERFORMANCE

The very nature of our business, serving the public, requires us to act with the utmost integrity. When an employee is subject to discipline, the employee's total work record, including all violations, is reviewed before determining any penalty. However, there are certain forms of conduct and violations of First Transit policy that are so serious as to result in discharge for a first occurrence, regardless of the employee's previous work record. Penalties for violations of multiple



safety rules occurring during a rolling 12-month or 36-month period are addressed at the discretion of management. The seriousness of the violations is also a factor. **First Transit's Employee Handbook** contains descriptions of offenses particular to our drivers and safety-sensitive employees, along with a comprehensive list of unacceptable employee behaviors. Our **Employee Handbook** has been included as an **attachment** to our proposal.

## RECRUITING TALENTED EMPLOYEES

At First Transit, we look at our company as more than just a provider of transit services; we're a community resource. Our passengers rely on us to safely transport them to school, work, and to the many other destinations that are part of their daily lives. To be a part of the community, we must involve the community. That is why we actively recruit in our clients' counties, towns, cities, and neighborhoods. By sending our Team to career fairs, local events, universities, vocational schools, driving schools, and more, we are creating a presence in the community. We also partner with corporations, mom-and-pop shops, non-profits, franchises, and other businesses to create a mutually beneficial relationship between us and the communities we serve.

In addition to hiring employees from Carson City's current service provider, we also work with many national transit organizations to find effective ways and best practices to recruit drivers. We will work with local and state employment agencies, workforce development agencies, multi-cultural organizations, Veteran Affairs, and military outplacement programs to find dedicated, hard-working people who want to be valued members of the First Transit team.

## TALENT ACQUISITION TEAM

A major component of a First Transit general manager's role is to understand the cycle of their workforce needs — retention trends during the start-up period, variation of vehicle and driver needs related to seasonal activities, and other unique service expectations. To be successful, each location manager must be extremely knowledgeable of the local job market in addition to leading our teams toward delivering safe and dependable service every day. That is why we make certain they are never alone in their recruiting efforts.

First Transit's talent acquisition team provides an unmatched level of recruitment support. This team of specialists work with our local teams and the region human resources managers to keep the process moving.

## APPLICANT TRACKING SYSTEM

We use **eARCU**, an online recruiting tool to generate interest in applying for work at First Transit. **eARCU** is an applicant tracking system packed with substantial benefits. It automates the recruiting process, creates thorough records of each candidate's journey through the hiring process, maximizes return on investment for advertising endeavors, advertises job postings automatically, and collects valuable data about the individuals we hire and those who show an interest in our company.

## HIRING QUALIFIED EMPLOYEES

Working for First Transit requires a sense of commitment, attention, and diligence that is not found in other companies. **That's because we're in the business of transporting people – individuals and families that trust us to provide a consistently safe experience every time they take a seat on one of our vehicles.** We insist that our employees understand our commitment to safety, reliability, and customer service. To ensure this happens, we require a safe driving record, past employment verification, a criminal background check, motor vehicle record review, employment eligibility verification, and a drug screen.

## DRIVER SELECTION PROCESS

First Transit understands that our drivers do not only represent us; they represent Carson City and your community. Because of the customer-facing nature of the job, proper selection of qualified drivers is vitally important to the success of the operation. We follow a stringent driver selection process to ensure we are providing Carson City with drivers committed to safety, focused on the customer, and skilled in their operation.

## FINDING THE RIGHT PEOPLE

### INCUMBENT RETENTION

First Transit understands the value of employees who are already operating your transit services. We make every effort to retain employees who want to continue driving for the Carson City operation. First Transit's training program includes specific driver training for incumbent drivers.

### COMMITMENT TO DIVERSITY

It is in the best interest of our company, employees, and clients to attract, retain and develop a diverse pool of talent that represents the communities we serve. An inclusive workplace allows employees to reach their fullest potential, which contributes to our overall productivity and profitability. To this end, we make every effort to treat candidates and employees equally and fairly. All decisions concerning hiring and promotions are based solely on objective, job-related criteria.

### COMMUNITY OUTREACH

First Transit knows the value of employees who are familiar with the service area. In addition to hiring employees from Carson City current service provider, we'll work with local and state employment agencies, workforce development





agencies, multi-cultural organizations, and Veteran Affairs and military outplacement programs to find dedicated, hard-working people who want to be valued members of the First Transit team.

## PERFORMING THE PROPER SCREENINGS

Our Driver Minimum Hiring Standards was established to inform candidates of the basic criteria used to evaluate their suitability for employment with our organization. After reviewing this document, candidates may elect to continue the hiring process or remove themselves from consideration.

## PROCEDURES FOR BACKGROUND CHECKS

Pre-Employment Record Checks for our personnel are a continual part of our employee-evaluation process, before and after hiring. Criminal record checks are part of the employment process, as a requirement for all new employees. After hire employees have background checks on a bi-annual basis, or as needed basis as determined by Carson City. Repeated background evaluations allow First Transit and Carson City to ensure quality operators and staff for our customers.

## CENTRAL BACKGROUND CHECK UNIT

First Transit's internal **Central Background Check Unit (CBCU)** collaborates with **First Advantage**, our third-party background check vendor, to conduct primary reviews of all background records criminal record checks (CRC), Motor Vehicle Records (MVR), previous employment records, and drug screenings. The CBCU is a group of trained and dedicated professionals tasked with managing record checks for all of First Transit's candidates and employees. The CBCU staff conducts individual reviews of every background with potentially disqualifying events, incidents, or discrepancies. The CBCU ensures that all hiring practices are following FCRA regulations and Ban the Box ordinances. All backgrounds are held to the standards of First Transit and Carson City as well as all federal and local laws that apply.

## PRE-EMPLOYMENT SCREENING PROCESS

First Transit takes the obligation to perform careful background checks very seriously. In ensuring applicants are right for this employment, First Transit runs an array of criminal background checks. Each applicant must sign a statement of release, thereby allowing the check to be conducted. A third-party administrator, **First Advantage**, conducts our criminal record checks. The following minimum employment criteria are applied to all FirstGroup America candidates who are considered for positions requiring a commercial driver's license (CDL).

Pre-Employment Screening	
<b>Prior Employment and Background</b>	<ul style="list-style-type: none"> <li>• Verification of the last five years of employment and residency</li> <li>• Explanation for any gap in employment or residency exceeding 30 calendar days</li> </ul>
<b>Motor Vehicle Record</b>	<ul style="list-style-type: none"> <li>• A valid driver's license for the state in which the candidate resides</li> <li>• At least 21 years of age with a minimum of three years driving experience</li> <li>• No more than two moving violations within the past 12 months</li> <li>• No more than two moving violations within the past 36 months</li> <li>• No more than two accidents within the past 36 months (verified by corresponding violation or points associated with accident)</li> <li>• The ability to obtain a CDL, as required by the position</li> </ul>
<b>Criminal History</b>	<ul style="list-style-type: none"> <li>• Criminal convictions involving one of the following may potentially disqualify a candidate from employment opportunities with any FirstGroup America company:               <ul style="list-style-type: none"> <li>• Any crime against a child or vulnerable adult (i.e., disabled, elderly, or infirmed)</li> <li>• Kidnapping, abduction, murder, manslaughter, attempted murder, vehicular homicide</li> <li>• The possession, manufacture, cultivation, use, or distribution of illegal substances or associated paraphernalia</li> <li>• The unlawful use, possession, distribution, disposal, or alteration of a firearm or weapon</li> <li>• Any act of violence upon another individual</li> <li>• Theft or dishonesty</li> <li>• Any offense of a sexual or indecent nature, including the unlawful possession or downloading of publications and images</li> <li>• Driving Under the Influence (DUI) or Driving While Intoxicated (DWI)</li> </ul> </li> </ul>
<b>FTA and DOT Requirements</b>	<ul style="list-style-type: none"> <li>• The ability to pass an FTA/DOT-mandated physical examination, or an approved state-specific physical for non-DOT driving positions</li> </ul>

## DRUG TESTING PROGRAM

We use only authorized independent facilities to conduct our drug and alcohol testing. First Transit follows all FTA regulations as defined by 49 CFR Part 40 and 49 CFR Part 655. Safety-sensitive employees will be tested for the presence of illegal drugs under the following circumstances:



Drug Testing	
<b>Pre-Employment, Post Offer Letter</b>	Offers of employment with First Transit are contingent upon testing negative for use of illegal drugs. A negative drug result must be received before any candidate can be allowed to perform any job functions for the first time. Any employee returning from a leave of absence of ninety days or more must submit to a drug test prior to returning to their duties.
<b>Random Testing</b>	All employees are subject to random testing for illegal drugs. We test 50 percent of our safety-sensitive employees per the FTA regulations. We test 10 percent of our non-DOT employees monthly. Non-biased computer selections determine random tests. This may result in some employees being tested more often than once per year.
<b>Reasonable Suspicion</b>	We may decide to conduct a test for illegal drugs when a safety-sensitive employee's work performance, conduct, appearance, speech, or other behavior on the job creates a reasonable question of whether the employee is under the influence of illegal drugs.
<b>Post-Accident</b>	We require any safety-sensitive employee involved in a work-related vehicular accident, which meets the FTA's threshold for testing, to test for illegal drugs.

## CONSEQUENCES FOR POSITIVE RESULTS

### DRUG TESTS

If an employee tests positive for drug use, he or she will be notified by a medical review officer (MRO), a licensed physician with the knowledge and training to interpret and evaluate confirmed positive test results. The MRO will review the test results with the employee. Only after this review will the MRO contact us regarding the positive test result. An employee who tests positive for drugs or alcohol is referred to a substance abuse professional for help. He or she is subject to termination under our zero-tolerance program, unless otherwise dictated by state law.

### BREATH ALCOHOL TESTS

An employee who tests positive at a level of .02 or greater is subject to termination under our zero-tolerance program, unless otherwise dictated by state law. In the case of a positive test result, arrangements will be made to transport the employee home. If the employee insists on driving, he or she will be advised that the police will be contacted.

### REFUSAL TO TEST

Any employee who refuses to submit to a drug or alcohol test is considered to have tested positive and will be subject to immediate termination, unless otherwise dictated by state law.

### VOLUNTARY EMPLOYEE ASSISTANCE PROGRAM

We recognize alcohol and drug abuse as a treatable disease and encourage our employees to seek professional treatment, if applicable. We advise any employee seeking help of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse.

We encourage our employees to participate in our company-sponsored employee assistance program (EAP). The EAP includes two voluntary programs:

#### COUNSELING AND REFERRAL PROGRAM

Regular full-time employees are eligible to participate in this program. It is designed to help an employee and his or her dependents deal with personal or family problems before they become overwhelming. Assistance is available for issues ranging from family or marital conflicts to substance abuse. We pay the full cost of an initial assessment and up to two counseling sessions. Additional sessions may be covered under the employee's medical plan.

#### SUBSTANCE ABUSE REHABILITATION PROGRAM

This program is available to regular full-time employees (excluding those employees covered under a collective bargaining contract or found to have violated this policy) with one full year of service with First Transit. The program is designed to help an employee correct or eliminate alcohol or drug-related performance problems.

### DRIVER INTERVIEWS

Upon passing the initial screening, First Transit invites drivers to interview to ensure they are the right fit for the operation. The knowledge we have gained from hundreds of thousands of interviews has helped us develop a Driver Interview Guide. This guide helps us consistently screen and select individuals with the characteristics needed to become successful drivers. Specific interview sections include:

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

### PROBATIONARY PERIODS

First Transit's new driver protocol is to conduct **re-evaluations every 30, 60, and 90 days**. At the end of each stage of a new applicant's training, they receive an evaluation of the skills they have learned up to that point. **We continue to**



conduct those evaluations after the first 30 days, first 60 days and first 90 days of employment to make sure that the culture, safe behaviors, and skills are properly progressing. After the 30/60/90 evaluations are complete, every driver gets an evaluation annually, along with any others that are thought appropriate or necessary for behavior development and enhancement.

We focus on the behaviors and decision making as much, if not more, than the basic skills of steering, braking, accelerating, etc. The best way to firmly shape those behaviors is to supply consistent follow-up, especially at the beginning of the learning curve. **The more attention and instruction a new driver can receive at those preliminary stages, the more the safe behaviors we want will take hold and become a regular part of their personal work culture and values.** The contact made is not always about making corrections, as we believe positively reinforcing good behaviors as often as possible carries significant impact on a driver's performance and development. Some drivers require more frequent follow-up and evaluation, and the managers have the freedom to make that determination, but the 30, 60, and 90-day evaluations are standard.

## RESOURCES DEDICATED TO EMPLOYEE RETENTION

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

Retaining quality employees also helps increase the safety of the Carson City passengers, employees, and Carson City community. Experienced employees are aware of potential hazards and are less likely to be in an accident than a recent hire. According to national safety statistics, **operators with less than two years of experience account for 50% of preventable collisions.** While our Professional Bus Operator Development Program combats this, no amount of new hire training can compare to years of on the job experience.

First Transit understands that retaining a loyal workforce has its challenges, which is why we created a team of dedicated professionals to help ensure we retain the talented professionals at our locations. Each region has a Human Resources Engagement Specialist (HRES) focused solely on employee retention. This specialist works, coaches, and guides location managers in employee retention efforts. They will work with General Manager Michael Jacobs to develop plans and monitor the effectiveness of current retention efforts. The HRES also spends a significant time interacting with location staff to ensure a positive work environment and promote a high level of morale for current employees. The HRES will have several tools at their disposal, including the vast knowledge and expertise from region and corporate management, to help the location management at Carson City remain fully staffed. **They will conduct employee surveys, and work with management on creating employee engagement events and promotions to sustain employee morale.**

### 5.1.3.4 - REFERENCES AND CLIENT LIST

*5.1.3.4 At least three (3) reference contacts on similar projects, and a list of all clients for the last five years.*

Spokane Transit Authority			
Customer Since	01/01/2020	Service Type	Paratransit
Fleet Size	54	Employees	81
Contact	Janet Stowe, Director of Finance and Administration (509) 325-6000 <a href="mailto:jstowe@spokanetransit.com">jstowe@spokanetransit.com</a>		

Transit Joint Powers Authority for Merced County			
Customer Since	03/01/2020	Service Type	Fixed Route & Paratransit
Fleet Size	73	Employees	143
Contact	Christine Chavez, Transit Manager (213) 723-3100, Extension 509 <a href="mailto:Christine.Chavez@mercedthebus.com">Christine.Chavez@mercedthebus.com</a>		

Crescent City - Redwood Coast Transit Authority (RCTA)			
Customer Since	07/01/2003	Service Type	Fixed Route & Paratransit
Fleet Size	14	Employees	27
Contact	Joe Rye, Transit Manager (559) 734-2646 <a href="mailto:tmtpc consulting@gmail.com">tmtpc consulting@gmail.com</a>		



## CLIENT LIST

First Transit's **Client List** has been included as an **attachment**.

### 5.1.3.5 - FINANCIAL CAPABILITY

*5.1.3.5 Copy of the most recently completed financial audit and identify the legal status of the firm.*

## FINANCIAL STATEMENTS

Included **under separate cover** are our most recent audited **financial statements** for First Transit's parent company, FirstGroup America. There are no stand-alone audited financial statements for First Transit as it is a wholly owned subsidiary of FirstGroup and included as part of the FirstGroup America annual audit. These financial statements demonstrate that we possess substantial financial capacity and stability to fulfill our obligations under the terms of this RFP. **Further financial information is available on the web site [www.firstgroupplc.com](http://www.firstgroupplc.com).**

### 5.1.3.6 – DEFAULT AND LEGAL ACTIONS

*5.3.1.6 State if the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the firm.*

First Transit is a national provider of transportation services with more than 330 contracted clients. To the best of our knowledge, we have never failed to complete a contract because of default, debarment, disqualification or any other similar situation. There may have been rare occasions when contracts were terminated for convenience due to authority funding issues, the authority taking the work in house, or similar circumstances.

First Transit participates in litigation at a rate consistent with similarly situated companies. It is routine to engage in legal matters that have no bearing on our ability to fulfill new or existing contracts. Compiling detailed data on recent litigation would be onerous and would provide little or no useful insight to Carson City. In fact, the majority of our litigation is minor in nature and is handled almost exclusively by our insurance carrier. Examples of such litigation include insignificant personal injury claims and routine Workers' Compensation claims.

### 5.1.3.7 – ACCIDENT CLAIMS

*5.1.3.7 Past three years of closed/resolved accident claims paid out as part of any transportation service operated by the firm in the state of Nevada. A summary shall also be provided of the number of annual claims paid out as part of any transportation service operated by the firm. Additionally, a summary of each claim paid out over the past three years in excess of \$100,000 as part of any transportation service operated by the firm shall be provided.*

During the past three years, First Transit has paid out approximately \$138,566 for closed/resolved accident claims as part of any transportation service operated by the firm in the state of Nevada. The number of accident claims First Transit experiences is consistent with a company the size of First Transit, which covers more than 313 million annual fleet miles. Indeed, the majority of accidents that First Transit experiences are "fender benders" and to list all accidents claims would be onerous to compile and would provide little or no useful insight to Carson City and would not impact First Transit's ability to fulfill this or any other contract. To the extent that Carson City is interested in particular details of specific accident claims, First Transit will make arrangements for counsel to Carson City to discuss appropriate information with First Transit's Counsel, subject to applicable confidentiality requirements.

### 5.1.3.8 - FIRST TRANSIT'S UNDERSTANDING OF AND ABILITY TO COMPLETE THE PROJECT

*5.1.3.8 State firm's understanding of and ability to:*

*5.1.3.8.1 Provide, operate and maintain an efficient and high quality public transportation service (e.g., fixed route and ADA complementary paratransit).*

#### 5.1.3.8.1 - EXPERIENCE OVERVIEW

With 335 locations in 39 states, Puerto Rico, Panama, and Canada, First Transit sets the standard for excellence in transportation. **Global in scale and local in approach**, we carry approximately 350 million passengers annually. First Transit has more than 19,000 employees and operates and maintains more than 49,000 buses/vehicles. We are a market leader in each of our core business segments

- Fixed route
- Paratransit
- Shuttle (University, Airport, Commercial)
- Transportation Call Centers
- Vehicle Maintenance Service
- Shared Autonomous Vehicles
- Mobility as a Service
- Transit Management



## PROVEN PERFORMANCE

Although the sheer number of our contracts is impressive, what is important is the quality of service First Transit has brought to each of our locations. We pride ourselves in the strong relationships with our clients and the improved transportation services for our shared customers.

## INNOVATION

We are constantly looking for new technologies and strategies we can bring to our clients. That is why we are the leader in the Shared Autonomous Vehicle (SAV) space. We have more initiatives, pilots, and projects than any of our competitors and **First Transit was the operating partner on the first SAV project tested in the United States.** First Transit is constantly looking at how SAV can benefit our clients and their communities.

## LOOKING AHEAD

First Transit, with our expansive market of services, is a leader in the transit industry. Therefore, we are always looking at coming innovations. First Transit is developing tools and technology partnerships to offer our clients Mobility-as-a-Service (MaaS) solutions. MaaS changes the way riders and agencies interact, allowing for passengers to select among ridesharing, bike-sharing, public transit services, and private transit services to fully customize their travel preferences and choose the solution that fits their needs. First Transit is looking to provide our clients long-term partnerships in this rapidly changing transit industry.

## COMBINED FIXED ROUTE AND PARATRANSIT EXPERIENCE

First Transit is an experienced provider of fixed route and paratransit operations throughout the United States, Panama, and Puerto Rico.

**We manage more than 30 systems that are a combination of paratransit and fixed route services** offering millions of trips on an annual basis in both rural and large metropolitan settings.

First Transit is an accomplished provider of Americans with Disabilities Act (ADA) paratransit services. This includes all reservations, scheduling, dispatching, customer service calls, and fare collections. All drivers attend an annual ADA training to ensure they follow with all requirements and help First Transit provide superior customer service.

We manage the operation of fixed route and paratransit services for several locations. A sample of our customers for whom we provide these valuable services for is below:

Customer Name	Customer Since	Fleet Size
City of Pasadena (Pasadena, CA)	2001	36
Yamhill County (McMinnville, OR)	2012	30
SouthWest Transit (Eden Prairie, MN)	2002	59
Johnson County Transit (Olathe, KS)	1991	88
City of Plymouth (Minneapolis, MN)	2005	115
City of Fargo (Fargo, ND)	2007	43
River Valley Metro Mass Transit District (Kankakee, IL)	2007	22

First Transit prides itself on the continued improvements to our fixed route and paratransit locations. We invest in our clients, our staff, and passengers through enhancements in safety, training, customer service, operations efficiencies, employee relations, and customer and contractor relationships. These areas are the foundation to creating a lasting partnership with our clients. **In our 2019 customer survey, 94% of our customers said they would either renew or extend their contracts with First Transit.**

## ECOLANE EXPERIENCE

First Transit is very familiar with the operation of the Ecolane software. We have several paratransit contract locations that use this software daily, including our Washington County Transportation Authority location in Houston, PA. We incorporate our paratransit scheduling best practices with Ecolane, as well as strategies accumulated from our other paratransit operations within First Transit's training curriculum, this ensures First Transit can maximize the Carson City JAC Assist demand response services' productivity and efficiency. The Ecolane scheduling software has proven to offer a solution that improves productivity of paratransit systems that is effective and reliable. Combining an easy-to-deploy,

### 2019 FIRST TRANSIT CUSTOMER SURVEY RESULTS

### First Transit's Combined Fixed Route and Paratransit Clients – Overall Satisfaction Rating

Scale of 1 to 10

- Johnson County (KS): 9
- Lorain County (OH): 10
- City of Sierra Madre (CA): 9
- City of Vacaville (CA): 9
- City of Plymouth (MN): 9
- City of Sandusky (OH): 9



demand response platform with highly efficient and customizable reporting capabilities, Ecolane software enables and empowers transit providers to increase productivity, efficiency, and client satisfaction. Some of our locations using Ecolane to schedule, dispatch and manage demand response services include, Richland County Transit in Mansfield, OH, Franklin Regional Transit Authority in Greenfield, MA, Windham Regional Transit District in Mansfield, CT, and Estuary Transit District in Centerbrook, CT.

## SERVICE EXCELLENCE IN DAILY OPERATIONS

First Transit defines quality transportation operations as safe, efficient, and reliable services performed by employees who are well-trained and focused on the customer. Throughout our daily operations for Carson City, we will incorporate our proven approaches and solutions to implement the highest quality of service every day. Customer satisfaction –both our passengers we serve and Carson City as our customer – are the evaluators by which we will determine our success. The focus of First Transit’s successful paratransit and fixed route operations is in the details of service delivery. Our goal is to make a positive work environment for our employees through competitive wages and benefits, incentive programs, open communication, and a supportive management team. Our motivated, experienced employees will then provide the highest level of specialized service to the individuals who rely on the Carson City operation.

## FOCUS ON RELIABILITY AND ON-TIME PERFORMANCE

We understand that nothing is more important to passenger satisfaction than on-time, reliable service delivery. Passengers need to know that they can rely on the Jump Around Carson service to get them to work, appointments and other responsibilities when they need to be there. Our action plans for service delivery for Carson City focus on increasing system reliability and on-time performance (OTP). Our commitment to provide reliable service is centered on the following approaches, best practices, and tools.

- First Transit will have our General Manager Michael Jacobs or Operations and Safety Manager Andre Petway in the yard during pullout to ensure on-time departure and provide immediate response to any potential issues.
- Dispatch plays a significant role in OTP and productivity, ensuring prompt Driver check-in, schedule changes, and monitoring road conditions. Dispatchers will remain in constant contact with both paratransit and fixed route Drivers.
- Management will discuss OTP with Drivers at the end of the service day with Drivers who perform below the OTP target that day and develop attainable action plans.
- We will measure on-time performance and productivity, as well as other key performance indicators, close to real-time with MI Dashboard, allowing our staff to manage service more effectively and proactively as a whole.
- First Transit will staff standby Drivers in case of late arrivals or other issues that affect performance.

## REDUCING LATE OR MISSED TRIPS

First Transit knows that the best way for a route to stay on time throughout the day is to start on time. Either the General Manager Michael Jacobs or Operations and Safety Manager Andre Petway will be present in the yard to assist Drivers and to watch yard pull outs. Dispatchers quickly check Drivers in to get them to the yard and performing their vehicle inspection in a timely fashion. Any Driver that consistently falls behind their scheduled on-time pull out will receive refresher training from the Operations and Safety Supervisor on the importance of yard pull outs, and how it sets the tone for the day.

First Transit’s Dispatchers will continuously check on-time performance throughout the day to actively avoid late trips. If a route is behind schedule, trips will be adjusted to other routes via Ecolane for the demand response service. Ecolane tracks for the JAC fixed route and JAC Assist demand response services, late trips, missed trips, and cancellations for trend analysis. Using this data, the Dispatchers can accurately account for service fluctuations, staffing needs, and reassign routes with slack time as needed.

## FOCUS ON CUSTOMER SERVICE

Our team understands that, in the end, our service delivery must result in an excellent experience for our shared customers. Customer satisfaction—both the passengers we serve and Carson City as our customer—are the evaluators by which we will determine our success in this area. All employees of the Carson City service will receive in-depth training in customer service excellence. We follow all ADA requirements and all employees attend an annual refresher training to ensure high-quality customer service. We use the following best practices and policies to ensure the highest level of customer satisfaction.

- **Driver shift management to minimize overtime** and to assign the same Driver on routes as consistently as possible each day of the week. Customers can see a familiar and friendly face, helping them relax knowing they are well cared for.
- **Customer service training** for Dispatchers includes telephone etiquette and call management skills to complete calls quickly and efficiently. Any caller that needs other assistance speaks to a manager for a quick resolution. Managers check call recordings for quality control.
- **Customer Service training for Drivers** includes extensive customer relations training that highlights customer satisfaction, passenger safety, and handling inconvenient situations with customers. First Transit will conduct mandatory annual ADA refresher training for all Drivers to increase awareness and sensitivity to our customers.



Drivers will have the proper training for wheelchair and mobility aid securement; keeping passengers safe is our top priority.

## FOCUS ON MAXIMIZING PRODUCTIVITY

We understand that productivity and efficiency are important considerations in the delivery of transportation services, particularly in paratransit operations, as the daily schedules vary significantly. Maximizing productivity is an initiative that can result in significant cost savings to Carson City. Our goal is to make sure the Carson City service is provided as cost effectively as possible while maintaining strong customer service.

Increasing productivity must include a thorough analysis of current system practices, capabilities, and procedures, as well as identification of functions that can be optimized and changes that can be implemented to increase system productivity. First Transit Operations Support will complete regular system “well checks” of the Ecolane scheduling system and other processes, offering suggestions for more training and system optimization, at least annually throughout our contract. Through this analysis and the implementation of innovative technology tools and strategies described throughout this proposal, we will achieve your goals for system productivity. Our procedures are designed specifically to impact productivity.

- Dispatchers use advanced scheduling strategies to optimize routes, finding poor routing, and reducing route deadhead. They effectively manage future service, as well as showing trends in historical service delivery, to make positive adjustments.
- Our Managers continuously ensure scheduling staff are knowledgeable of, and consistently apply the tools and techniques in the Ecolane designed to optimize schedules.
- Helping to assess the use of the Ecolane and its performance on Carson City services on at least an annual basis
- Our Dispatchers are taught to schedule group trips in the most efficient manner possible to ensure customer satisfaction with the services, both from individual customers and the agencies and groups we serve.
- During our contract with Carson City we will look for potential improvements and opportunities for retraining and specialized training by First Transit’s Corporate staff, and regional support staff to increase efficiency.

## FACILITATING DAILY OPERATIONAL SUCCESS

Our operations approach for Carson City **focuses on improving the customer experience while achieving greater cost efficiency.** First Transit’s operations plan starts with having the right people in place to manage these important services. Our on-site General Manager, Michael Jacobs, will lead the team in providing these important services. This encompasses observation and analysis of our service delivery, including key performance areas that impact our efficiency and the public’s experience with the Carson City transportation services. These areas include dispatching, Driver staffing, productivity, scheduling, on-time performance, rider satisfaction, vehicle appearance, safety, and training. Innovative technology tools such as DriveCam SF300, Geotab ProPlus, and First Transit’s Dashboard technology allow our General Manager Michael Jacobs, Operations and Safety Manager Andre Petway, Dispatchers and senior management members to monitor operations in real-time.

General Manager Michael Jacobs will meet weekly with Carson City staff to review performance. Carson City and Michael will discuss areas for improvement and develop actions plans during these meetings. Additionally, these meetings allow for the coordination and communication that is so critical to the success of service operations.

Operations and Safety Manager, Andre Petway, will report directly to General Manager Michael Jacobs and will lead the daily deployment of services. Andre will control the daily operation and be the focal point for the safe delivery of service to customers within the Carson City service area. Andre will also manage personnel issues, including oversight of scheduling, discipline, employee performance, and controlling overtime. Andre will also ensure Drivers do not exceed FMVSS, FLSA or CBA work rules and labor standards. Andre carefully will review accident reports, ensuring observation of all safety and ADA regulations and training methods.

General Manager Michael Jacobs and Operations and Safety Manager Andre Petway will also meet daily to evaluate pull-out performance, including operating vehicles, rested Drivers, and adequate supervision. They will compare that day’s performance to prior days to make sure that they have enough resources to meet service needs for Carson City.

## CUSTOMER-FOCUSED RESERVATIONS

Dispatchers will handle verifying passenger eligibility, processing trip requests, and changing or canceling existing reservations in a “real time” environment. These functions will use Ecolane technology. Dispatchers will verbally confirm the customer’s contact information, trip/appointment date and time, mobility information, and destination, during and before the end of each call, thereby reducing the number of potential data-entry errors. During the booking process, our Dispatchers will employ the use of basic scheduling strategies to evaluate the best available routing solution. This skill, taught during our comprehensive training program, will maximize service efficiency and the use of scheduled hours. Dispatchers will conduct negotiations with passengers to agree on and confirm a pick-up time with the passenger that makes the best use of available service resources. Reservations will be taken for all trips (e.g., zero denial) and will be assigned during the scheduling process.



## CANCELLATIONS AND “WHERE’S MY RIDE?”

Dispatchers will field ‘Where’s My Ride?’ calls. In Ecolane, they will have instant access to all pertinent trip information, including:

- Current vehicle location in relation to customer’s pick-up address
- Predictive updates on estimated vehicle arrival based on AVL and Google mapping estimates
- Scripted information for consistent message
- Current manifest status

By offering real-time access to all this information in one workspace, First Transit can enhance the customer experience. This technology significantly reduces the amount of time taken to check route status, while giving more exact estimates.

## MONITORING AND COACHING BY SUPERVISORS

Management will review calls for accuracy, compliance, and customer service, and will have monthly side-by-sides and coaching with each Dispatcher to review performance progress and areas to improve. Management offers refresher training as needed to support their employees. In addition, managers will review all complaints coming through and coach the Dispatchers as needed.

## STRATEGIES FOR EFFICIENT PARATRANSIT SCHEDULING

Once trips are created and confirmed, dispatchers begin the process of organizing, refining the requests, and schedules for shared-ride service. The scheduling team’s primary focus is to follow ADA, FTA, and Carson City guidelines for scheduled pick-up, drop-off, ride time, on-time, and system productivity.

Using the Ecolane program, the Dispatcher will quickly and efficiently isolate service inefficiencies, offering immediate resolution to run safe, cost-effective schedules. Not only will they be able to find typical scheduling scenarios such as; late pick-up or appointment arrival times, illogical routing, and unrealistic speeds, they will have access to up-to-date performance calculations. These calculations include; productivity, estimated on-time, deadhead, slack, and trip grouping, all on a route-by-route basis and available to drill down more granularly to resolve potential impacts to performance. Dispatchers keep a practiced eye on routes before day of service, ensuring proper groupings, reduced deadhead, reduced slack, and best routing. After several iterations of scheduling, staff complete any remaining unassigned rides, confirm next day route start and end times, and work closely with management to coordinate Driver breaks, lunches, and splits to improve resource availability. Additional service management will include applying necessary changes to accommodate last-minute or unexpected shifts in demand and adjusting future schedules in anticipation of major events and/or inclement weather.

## EFFECTIVE DISPATCH PROCEDURES

With responsibility for both fixed route and paratransit operations, First Transit’s dispatch team will provide all necessary functions for the overall service, including monitoring both fixed route and paratransit schedules and changes, as well as communication with all Drivers regarding service issues, delays, traffic, and other concerns as needed.

Dispatchers set the tone on route timeliness before the vehicle is even in service. Dispatchers ensure Drivers are ready for service and that Drivers meet compliance requirements (e.g., license, fitness for duty, uniform, paperwork, fares, etc.). Dispatch staff assign routes and vehicles, guaranteeing correct schedules, manifests, and vehicle assignments. With the help of Ecolane tools, our Dispatch staff watch and manage prompt deployments and returns according to the schedule and receive notification of routes that violate scheduled times. This first-level management impacts system performance, to support on-time performance before the route leaves the location. This results in a reduction in the “domino effect” that late deployments affect the timeliness of later route events.

To effectively balance operational needs with available personnel resources, Dispatchers also monitor Driver work hours and assign extra board services as needed, using First Transit procedures for efficient use of labor and vehicle assignments. Vehicle assignments are based on the availability of vehicles from the maintenance department. The Dispatchers’ primary responsibility is to remain in contact with the Drivers throughout the day.

- Dispatchers monitor and manage the on-time performance of scheduled routes.
- They act as first response to vehicle breakdowns or other in-service issues, such as obtaining an on-time alternative vehicle.
- Dispatchers provide continuous monitoring and control of assigned radio frequencies during all hours that service provider vehicles are out of the yard. They make sure all voice radio communications pertain to service and enforce all FCC rules and regulations (data and voice communications).

Dispatchers will perform “real time” schedule updates to effectively manage paratransit day-of-service changes using the Ecolane dispatch module. They also handle monitoring on-time performance system-wide, as well as notifying paratransit customers of potential late pick-ups, rescheduling trips, and optimizing slack time resulting from no-shows and late cancellations for day of service. Dispatchers may manually move trips from one manifest to another to make necessary schedule adjustments to accommodate changes. The Dispatchers will optimize schedules on live day wherever possible and alert the Drivers of any manifest changes as quickly as possible.

The Ecolane technology solution used throughout this paratransit service provides us with tools for optimizing productivity, including the use of Carson City provided Samsung Galaxy tablets. As the primary means of transmitting assigned trip





data to our Drivers, this technology enhances our Dispatcher’s success in monitoring trip performance data and requirements. The real-time updates and constant communications with the vehicle tablets offer a greater ability to make necessary adjustments to schedules as the Dispatchers know vehicle locations without having to call the Driver over the radio.

## SAFE, CUSTOMER-FOCUSED DRIVERS

As the first and often only point of contact most customers have with Carson City and First Transit, our Drivers are key to the successful operation of the Jump Around Carson services. We communicate to trainees that our role as a company is to provide safe, courteous, and efficient transportation for each Carson City passenger we carry. Following this role, First Transit creates an open, cooperative, and supportive working atmosphere to meet service expectations. First Transit achieves continual improvement of Driver performance with thorough training programs, honest feedback, and employee accountability. We consider it extremely important to spend more time with an employee who is having difficulty in delivering outstanding performance. Performance concerns may include: absenteeism, tardiness, passenger complaints, and safety concerns.

## DRIVER INSPECTIONS

At First Transit, the safety of our passengers, our employees, and the public is our top priority every day. For this reason, we ensure that our Drivers inspect all vehicles daily prior to ever leaving the lot. We take this Daily Vehicle Inspection Report (DVIR) seriously. Managers check that the Drivers perform their DVIR comprehensively, quickly, and efficiently, to not delay on time pull-out, but also to ensure they are completely checking the entire vehicle, and not just checking a box. The DVIR is the first opportunity to catch maintenance issues before they become a safety concern and a costly repair. Vehicle inspection should be an ongoing process. The inspection begins before the Driver sets out on his/her route. While in route, Drivers should be aware of any changes in the vehicle’s performance and make note of any problems. At the end of the trip, Drivers fill out the DVIR, adding any problems noted during, or at the end of the trip.

## COORDINATING VEHICLE MAINTENANCE WITH CARSON CITY

First Transit will effectively coordinate with designated City maintenance staff for scheduled preventative maintenance, the correction of reported vehicle defects, and necessary road calls, and will ensure that all vehicles are in safe and good operating condition at all times, and that sufficient numbers of vehicles are available to properly provide service.

First Transit’s General Manager Michael Jacobs will effectively coordinate all vehicle maintenance with Carson City’s maintenance department. Constant communication between the General Manager and Carson City’s maintenance department will be key in ensuring that the vehicles are properly taken care of and that maintenance is tracked appropriately. Maintaining open communication with Carson City’s maintenance department will ensure that the maintenance department is aware of any vehicle issues in a timely manner, and that the operations team has the vehicles available for morning pull-out.

During the transition, our General Manager Michael Jacobs will work directly with Carson City’s maintenance department in order to establish the line of communication, to determine standard practice for coordinating maintenance, and to discuss current processes and what could potentially be improved upon. Michael Jacobs will also coordinate with Carson City to schedule preventative maintenance.

## OVERCOMING TYPICAL OPERATIONAL ISSUES

Late buses and missed trips are operational issues we strive to avoid. The root causes of such issues can include:

- Signalized intersection delays
- Accident/incident
- Over-crowded bus trips
- Mechanical delays/breakdowns
- Loading/unloading single stairwell buses
- Heavy traffic
- Driver training issues

In cases where there is an on-time performance issue that involves route scheduling, we will perform a route or schedule analysis in conjunction with Carson City staff. First Transit reports routes that suffer from frequent late buses due to traffic or insufficient running times to Carson City for review and adjustment. Understanding our role in operating both fixed route and paratransit service for Carson City, First Transit will use the below methods for ensuring the quality of operations for both services.

▶▶▶ Five months out of the year Carson City has freezing temperatures that can cause ice issues. With that in mind, our management team will check the chains in the summer months to ensure they are not rusted and, therefore, are available when needed. We will also train on the use of installing chain systems on boots and tires, so we are prepared when they are required.

## BALANCING PRODUCTIVITY AND CUSTOMER SERVICE (PARATRANSIT)

Maximizing efficiency while maintaining quality customer services is a balancing act. First Transit knows the costs associated with paratransit services and works diligently to keep productivity high. That is why First Transit has developed best practices in all levels of the operation, from staffing to technology, to ensure efficiency. Recruiting and hiring the right people reduces Driver shortages, overtime, and employee turnover, so managers can focus on keeping the current



employees instead of training new ones. The retention of quality employees raises customer service as customers enjoy seeing a friendly familiar face.

First Transit will use the Ecolane technology for Dispatchers to see the most accurate information to create the daily schedules. We will utilize the technology to allow for increased productivity while keeping passenger ride times to a minimum. To ensure the Ecolane system’s capabilities are maximized, First Transit’s Operations Support team will perform an annual check on Ecolane to ensure scheduling parameters are properly set and meet changing service needs. As experts in Ecolane, the Dispatchers maximize the daily schedule to limit passenger ride time and keep productivity up, especially with larger group trips.

## SAME-DAY SCHEDULE CHANGES (PARATRANSIT)

First Transit knows that staying productive and remaining flexible can be difficult, that is why we strive to have the right tools and people in place to adapt to changing schedules. When a customer cancels their planned trip on the day of, that alters the productivity for the day. Dispatchers re-work the assigned manifests using Ecolane to find the most efficient new schedules for Drivers.

Dispatchers contact Drivers to let them know their manifest has changed. The quickest way to do that is with the City provided Samsung tablets, the instant updating of the tablets alerts Drivers to a manifest change in real-time. Without them the Dispatchers must call out over the radio to the Driver and give them the specifics of what has changed, significantly increasing the possibility of miscommunication.

## IN-SERVICE FAILURES

Even with the best maintenance practices, issues do arise that require us to respond to vehicle breakdowns. With more than 60 years of transit experience operating fixed route and paratransit services, we feel confident in our ability to handle any type of breakdown. Using a replacement bus leaving the facility, or “picking up” the trip with a bus that would otherwise be returning to the facility helps to quickly restore service for the passengers.

## UNUSUAL TRAFFIC CONDITIONS

Dispatchers are in direct communication with each other and the Drivers to watch unusual traffic conditions. When slowdowns occur, Drivers receive notifications for the cause of the delay and instructions on alternative routes. Through their tablets, the Drivers will have automatic rerouting based on traffic conditions and other issues. The interaction between Dispatchers and Drivers is a crucial factor in preventing loss of performance and maintaining passenger satisfaction.

## WINTER CONDITIONS

At locations subject to winter snow and ice, nearly 60% of winter-season slips and falls involved snow or ice as a factor. Safety at our location is a priority. To further ensure lot safety during winter months, employees will be issued no-slip shoe-grips that attach to footwear to help prevent slipping. Feedback from First Transit employees regarding no-slip shoe-grips has been positive, with nearly 90% reporting the shoe-grips greatly improved traction when walking on snow or ice covered surfaces. Shoe-grips are also available for scheduled visitors to the yard.

At the end of the winter season, when snow or ice conditions are no longer likely, the shoe-grips are returned to the location manager and stored for use in the next winter.

Training for periods of snow and ice is included as one of the many topics covered in Defensive Driver Training. It is also covered during the one-on-one portion of our Behind the Wheel Training.

## INNOVATE FIRST TECHNOLOGY SOLUTIONS FOR CARSON CITY

First Transit provides its **Innovate First Technology Solutions** to its clients to improve safety, on-time performance, reliability and passenger experience, as well as provide cost efficiencies and improved reporting to our clients. The technologies enhance our team’s experience and capabilities, provide tangible benefits for our clients, and efficiencies for our clients’ transit service operations. Our proposed technology solutions for the Carson City transportation services are described below.

### ▶ DRIVECAM SF300

First Transit is proud to offer Carson City the newest technology on the market. Through our relationship with Lytx, we can now offer the DriveCam SF300. This latest model of DriveCam’s proven technology will bring you features previously unavailable in a single platform.

DriveCam is an on-board camera audio/video data recording system that records when events happen – accidents, aggressive accelerations, or sudden stops and hard cornering. Once triggered, the system records video and audio information that took place several seconds before, during and after the event both inside and outside the vehicle.

DriveCam personnel analyzes, reviews, and scores recorded videos and sends them to First Transit safety management who uses the scores to facilitate one-on-one coaching for specific drivers. Coaching includes a review of the event video, discussion, and feedback on the exhibited driving behaviors. This allows the driver to see driving behaviors that need improvement and to focus on changing these behaviors into positive driving habits.



First Transit managers can access the videos without waiting on DriveCam personnel for immediate review and will provide Carson City access as well. DriveCam also allows management to live stream inside and outside views of any vehicle in the fleet. **The system provides a DVR that can store up to 100 hours of vehicle footage that managers can use for incident investigations or re-training sessions.**

DriveCam SF300 has added benefits to both Carson City and the drivers. **When the system detects an event, it will give the driver a loud audio warning, to correct the behavior, and recording will begin.** SF300 now has audio triggers for:

- Lane departures
- Forward collisions
- Following distance
- Lane adherence
- Rolling stops

SF300 is the only system that is a solution for proactive driver warning and when paired with incident documentation and training resources it is a comprehensive system. Previously, DriveCam required pairing of Mobileye technology to accomplish these functionalities, but DriveCam SF300 has developed capabilities of both technologies into one product.

## ▶ GEOTAB-PRO PLUS

Geotab is an industry leader of fleet telematics devices with more than 1.3 million devices in operation and 3 billion data points collected daily. With many major clients including PepsiCo, UPS and, of course, First Transit, this rugged device is highly reliable, cost-effective, and extremely versatile. Geotab offers advanced GPS technology, g-force monitoring, GEOTAB IOX expandability, and engine and battery health assessments. With these features Geotab is so much more than Automatic Vehicle Location (AVL) technology.

**The Geotab-Pro Plus version offers advanced reporting and tracking capabilities,** which will assist with the ease of reporting of performance standards as noted in Addendum I. Geotab technology provides access to vehicle predictive analytics, which is highly valuable to Carson City as it will notify First Transit and Carson City of potential issues that arise in real-time. Receiving this data reduces breakdowns, road calls, and maintenance costs.

## ▶ MANAGEMENT INFORMATION DASHBOARD

First Transit's local management and regional/corporate support teams are more informed than ever, with close to real-time, detailed, graphical information on their locations available at their fingertips. First Transit's proprietary Management Information Dashboard provides a centralized repository of field operational data and the ability to display Key Performance Indicators (KPIs) for local management, district managers, region vice presidents, and senior management in a user-friendly interface, **supporting Carson City's goals for improved operational and performance standards reporting.**

Providing our management team and Carson City with the ability to truly know the current and historical status of their operations results in the ability to address issues quickly and more completely. The Dashboard allows management to make better and more informed decisions on the day-to-day operations of their systems, as well as plan for long-term operational improvements. The various reports available to location, region, and corporate management are:

- **Active Driver Levels** - Management can quickly see the complete location roster, including active employees, vacations and employees out on leave.
- **Customer Service Performance Report** - Active monitoring of location KPIs: On-Time Performance, Productivity, Trips Complete, Valid Customer Complaints, Passenger Counts, Miles per Trips, etc.
- **Vehicle Operator Payroll Detail** - Information imported directly from ADP Payroll system; Driver Hours, Non-Revenue Hours, Safety & Training Hours, Labor Efficiency, etc.
- **Safety Statistics** - Active monitoring of locations currents safety trends; Near Misses, location AFR, Preventable Collisions, Unpreventable Collisions, etc.

First Transit's Dashboard system was designed to provide flexibility. Operational data can be derived automatically from other existing systems, such as our ADP payroll system, and others. When automatic sources are not available, information may also be manually entered into the system.

Data is loaded automatically at a frequency consistent with the source. For example, information that is updated monthly will not be uploaded in real time. Manual loads have a built-in approval process that allows for management approval prior to being published for reporting.

### PERFORMANCE DATA DELIVERED DAILY

First Transit knows that tracking our performance on important Key Performance Indicators (KPIs) is one of the best ways to measure our success in providing the Jump Around Carson services. That is why we created the **Daily Dispatch**, a report automatically generated and available to General Manager Michael Jacobs and Operations and Safety Manager Andre Petway every morning through First Transit's Dashboard. Now the information they need to understand and analyze daily operational performance is right at their fingertips.

Managers get busy, and do not always have the time on a day-to-day basis to go through the wealth of information available to them in the Dashboard. The Daily Dispatch reports on critical KPIs in an easy to read snapshot. It includes:



- **On-Time Performance** - Including target, average, and actual numbers, showing trends over time
- **Labor Efficiency** - Actual overtime versus budgeted
- **Driver Staffing Target** - Ensures General Managers know just how many drivers are needed to cover service each day
- **Drivers in training** - How many new driver candidates are in the pipeline
- **Preventative Maintenance** - Available vehicles, vehicles due for service, and percentage of preventive maintenance completed on time

Every day the General Manager enter information into the Dashboard Daily Activity form. That information is the basis for the Daily Dispatch, which presents statistical data in an easy-to-use format. The Daily Dispatch helps the GM spot trends to help with forecasting service week-over-week and month-over-month. This allows the ability to catch potentially negative trends before they impact service performance.

*5.1.3.8.2 Address sensitivity toward persons with special needs (e.g., elderly and persons with disabilities).*

### **5.1.3.8.2 - AMERICANS WITH DISABILITIES ACT**

It is our policy to follow the federal Americans with Disabilities Act (ADA) and related state laws. The ADA is a federal anti-discrimination statute designed to remove barriers that prevent qualified individuals with disabilities from enjoying the same opportunities that are available to persons without disabilities.

First Transit not only understands the responsibilities of transit agencies under the ADA, it has made the **ADA part of our culture**. When the Americans with Disabilities Act was codified in 1990, First Transit's consultants were at the forefront of developing ADA paratransit plans, we developed and implemented the plans for over 50 transit systems and educated our own system managers and employees on the importance of the ADA to the civil rights of people with disabilities.

#### **SENSITIVITY AND PASSENGER-ASSISTANCE TRAINING**

We utilize the professional TSI modules for customer service, including specific training on passenger assistance and issues involving the Americans with Disabilities Act (ADA). The goal of the ADA course is to familiarize staff with the legal requirements of the Americans with Disabilities Act and **to create a positive impression of all members of our ridership regardless of physical ability or advanced age**. This course includes an overview of the requirements of the ADA as it applies to public transportation including vehicle operation. Training includes handouts, role-playing exercises, guest lecturers and video presentations. Modules include:

- Disability simulations through extensive role playing
- An overview of the implications of public transportation utilization for those with visual disabilities, hearing disabilities, mobility disabilities, and those without obvious disabilities
- Assistance tips for passengers with disabilities
- Service animals

During these training sessions, First Transit will bring in members of the community we serve. Our operators and staff gain a clearer understanding and closer connection to the subject when they understand the perspective of the ridership.

*5.1.3.8.3 Establish and maintain excellent working relationship with client agency.*

### **5.1.3.8.3 - OPERATIONS TRANSPARENCY**

In our relationship with customers, First Transit is committed to full and prompt reporting of all relevant information about operations, labor issues, performance metrics, response to complaints, service, and delivery. In partnership with Carson City, First Transit will manage all services with complete transparency. We will make all information available to Carson City as requested and work together to see the transit system grow and strengthen. We welcome the opportunity to develop an annual agenda of goals and objectives to address Carson City's priorities and to report progress in achieving those goals.

We understand that Carson City wishes to administer and provide oversight to this contract and we will do everything in our power to facilitate successful service to you. Our reporting and quality control procedures, including **Dashboard**, will equip First Transit and Carson City with the information needed to successfully monitor this contract, celebrate our successes, and create plans for areas of improvement.

Frequent and regular communications with customers on both a formal and informal basis is fundamental to First Transit's business philosophy. Our General Manager, Michael Jacobs, will institute regular operations meetings with Carson City staff to give updates, discuss concerns, and plan continued success. First Transit will institute a monthly operations report, offering basic information on key metrics such as ridership, miles of service, service reliability, and passenger complaints. We fully support Carson City's service initiatives and strive to exceed your standards for key performance indicators daily. First Transit will work with Carson City staff to refine performance information and reports in a format you need to meet both the Carson City and DOT needs.



**5.1.3.8.4 Meet urban public transit requirements associated with Federal Transit Administration (FTA).**

## 5.1.3.8.4 - FEDERAL TRANSIT ADMINISTRATION OVERSIGHT AND COMPLIANCE

First Transit understands the need for Carson City to provide oversight of all contractors providing service on a continual basis. This consists of daily, weekly, monthly, and annual information provided by First Transit combined with direct inspection of records and assets by Carson City.

First Transit has a vast understanding of the Federal Transit Administration (FTA) requirements as they pertain to transit administration, operations, and maintenance. These include:

- Maintenance of Assets
- Vehicles
- Buildings
- Equipment
- Safety and Security
- Procurement
- Drug and Alcohol Testing Requirements
- Accident and Incident Reporting
- Compliment and Complaint Reporting
- Financial Records and Accounting Reporting
- Reporting of Miles, Hours, and Passengers
- EEO, DBE, Title VI Requirements

**We understand that Carson City provides maintenance services in this operation. If requested, First Transit would be open to provide valuable insight or assistance upon your request.**

Carson City will be fully supported in all FTA, state, and local reporting requirements and during all reviews. We also have the expertise to prepare National Transit Database reports, as well as provide data for FTA Triennial Review, Drug and Alcohol Reviews, Procurement Reviews, and Financial Management Oversight Reviews. Our reporting processes and procedures are continually reviewed to monitor our consistency with current FTA reporting standards. By meeting all FTA requirements, you will be assured that full funding is available to you.

## 5.1.3.9 - POLICIES AND DOCUMENTS

**5.1.3.9 Copies of each of the following:**

**5.1.3.9.1 System standards.**

### 5.3.1.9.1 – SYSTEM STANDARDS EXCEEDING PERFORMANCE STANDARDS

Our entire operation will revolve around adhering to Carson City’s performance standards in the provision of your transit service. The chart below explains a few of the most common performance standards that we track and strive to meet, and our strategies to exceed them.

Carson City Performance Standard	Measures to Gauge Progress	Strategies to Exceed Performance Standards
<b>On Time Performance</b>	<ul style="list-style-type: none"> <li>• Review First Transit’s Dashboard information and other system reports</li> <li>• Monitor AVLs</li> <li>• Monitoring performed by dispatchers and management</li> </ul>	<ul style="list-style-type: none"> <li>• Standby drivers available in case of late arrivals or call-offs.</li> <li>• Driver training on efficient wheelchair tie down procedures and other applicable topics</li> <li>• Refresher training for individuals not meeting the OTP</li> <li>• Disciplinary action as needed</li> </ul>
<b>Customer Complaints</b>	<ul style="list-style-type: none"> <li>• Monthly reports on # of Customer Complaints</li> <li>• Report on response time for resolving issues</li> <li>• Passenger surveys</li> </ul>	<ul style="list-style-type: none"> <li>• Use of technology to measure driver behaviors</li> <li>• Extensive customer service training</li> <li>• Respond and resolve complaints quickly</li> </ul>
<b>Failure to Submit a Report as Required</b>	<ul style="list-style-type: none"> <li>• Review dates of monthly submissions to see variance from due dates</li> <li>• Monitoring by local management</li> </ul>	<ul style="list-style-type: none"> <li>• General Manager reviews reports and monitors deadlines—he is accountable for timely submission.</li> <li>• Automated Reporting from Dashboard.</li> </ul>
<b>Accidents per 100K miles</b>	<ul style="list-style-type: none"> <li>• Monitor accident reports</li> <li>• Continue review of safety statistics</li> </ul>	<ul style="list-style-type: none"> <li>• Daily focus on injury prevention and reducing unsafe behavior</li> <li>• BeSafe Safety Program training</li> </ul>



Carson City Performance Standard	Measures to Gauge Progress	Strategies to Exceed Performance Standards
		<ul style="list-style-type: none"> <li>• Monthly Safety meetings</li> <li>• DriveCam Technology to monitor driver behavior and coach to correct unsafe behaviors</li> <li>• Safety Committee</li> <li>• Annual and as needed refresher training for safe operation practices</li> <li>• Daily focus on injury prevention and reducing unsafe behaviors.</li> </ul>
<b>Missed Trips</b>	<ul style="list-style-type: none"> <li>• Review Dashboard Daily Dispatch</li> <li>• Review system reports</li> <li>• Management supervision of AVL</li> </ul>	<ul style="list-style-type: none"> <li>• Re-routing of available vehicles</li> <li>• Checks by Dispatch</li> <li>• Close monitoring of AVL to confirm vehicles schedules</li> </ul>
<b>Meeting Cleaning Requirements</b>	<ul style="list-style-type: none"> <li>• Driver observations</li> <li>• Manager observations</li> <li>• Customer Complaints</li> <li>• Observations from Carson City and others</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure all personnel understand cleanliness standards</li> <li>• Follow cleaning schedule</li> <li>• Ensure unexpected events necessitating additional cleaning are handled ASAP</li> <li>• Appropriate staffing to ensure we have personnel to prioritize cleaning of vehicles and facility</li> </ul>
<b>Trip Denials</b>	<ul style="list-style-type: none"> <li>• Review Ecolane reports</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure proper staffing of routes</li> <li>• Proper training of dispatchers to maximize schedules efficiency</li> </ul>
<b>Average Hold Time in Call Center</b>	<ul style="list-style-type: none"> <li>• Review Telephone System reports</li> <li>• Call monitoring and supervision by Managers</li> </ul>	<ul style="list-style-type: none"> <li>• Extensive training and sharing of best practices</li> <li>• Operations Manager to address any issues with staff and retrain as necessary.</li> </ul>

5.1.3.9.2 Personnel policies and procedures.

### 5.1.3.9.2 – PERSONNEL POLICIES AND PROCEDURES

Please see **Section 5.1.3.3 – Key Personnel** for information on **First Transit’s Personnel Policies and Procedures**.

5.1.3.9.3 Driver’s handbook.

### 5.1.3.9.3 - DRIVER HANDBOOK

First Transit’s **Employee handbook** has been included as an **attachment**.

5.1.3.9.4 Drug and alcohol testing policies and procedures.

### 5.1.3.9.4 - DRUG AND ALCOHOL PROGRAM

We have a strict zero-tolerance policy about drug and alcohol abuse. Resources are available to any employee who seeks help or rehabilitation for substance abuse. Because we are trusted with the safety of our passengers and the community at large, we have adopted a drug and alcohol policy designed to:

- Create a work environment free from the adverse effects of drug and alcohol abuse
- Deter and detect employee abuse of illegal drugs and alcohol
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances
- Encourage employees to seek professional assistance any time personal problems, including drug or alcohol dependency, may adversely affect their ability to perform their assigned duties

Additional information on our **Drug and Alcohol Testing Program** has been included in **Section 5.1.3.3 – Key Personnel**. Additionally, our formal **Drug and Alcohol Policy** has been included as an **attachment**.



5.1.3.9.5 Training programs, including name(s) of individuals/agencies that will provide defensive driving and passenger sensitivity training.

## 5.1.3.9.5 - TRAINING PROGRAMS

### DRIVER TRAINING PROGRAM

All new drivers receive a **minimum of 75.5 hours of training** including training in all Carson City routes, vehicle maneuvering, passenger assistance techniques and customer service, regulatory issues, workplace violence, system security, blood borne pathogens, hazardous materials, and ADA requirements. Under the FTA MAP 21 guidelines, we have added a course in Distracted Driving and Fatigue Awareness for drivers.



The curriculum for our training program features:

- First Transit / TSI Classroom Training Manual
- First Transit specific DVDs
- Participant Guides
- Minimum Standards
- Skills Assessments
- First Transit Injury Prevention
- Facilitator Guides
- Behind the Wheel Manual
- Written Tests
- Proficiency Workbook

Not only are our on-site trainers and managers overseeing the training and progress, but our regional management staff also accesses this information for quality control and oversight purposes. Our instructors have access to our Safety Resource Center that includes all policies and procedures for employee training and management.

### DEFENSIVE DRIVING AND PASSENGER SENSITIVITY TRAINING

For defensive driving and passenger sensitivity training, First Transit uses an internal product derived from the Transportation Safety Institute and the Smith System of Defensive Driving.

### CLASSROOM TRAINING

The following minimum classroom instruction is provided:

Classroom Training	DVD/Video	Hours
<b>Unit I – Introduction</b> Welcome and Introduction HIPAA Fraud, Waste and Abuse Title VI Civil Rights Act 1964 Employee Handbook BeSafe - Making Safety Personal Hazardous Communication Bloodborne Pathogens Busing on The Look Out - Human Trafficking Training FT Safe Wheels	Welcome to First Transit HIPAA Fraud, Waste and Abuse	5.00
<b>Unit II – Fundamentals</b> Safe Work Methods Basics of Safety Managing Emergencies / NIMS Overview Security Awareness Map Reading Communication Devices	Safe Work Methods Basics of Safety Disabled Vehicles The Mark Smith System DVDs	10.50



Classroom Training	DVD/Video	Hours
Navigation and Fare Policies Smith System		
<b>Unit III – The Operator</b> Drug and Alcohol Awareness Distracted Driving Fatigue and Sleep Apnea Awareness DriveCam Orientation	Smith System Distracted Driving Smith System Drowsy Driving	3.00
<b>Unit IV – Transporting Passengers with Disabilities</b> Transporting Passengers with Disabilities Interacting with Passengers Diffusing Conflict Passenger Care While Loading and Unloading Mobility Aids and Devices Recognizing Elder Abuse (NADSD)		10.00
<b>Unit V – Driving Fundamentals</b> Driving Fundamentals I Driving Fundamentals II Roadway Types Railroad Crossings		4.00
<b>First-Aid / CPR</b>	Red Cross Certification Process	8.00
<b>Total</b>		<b>40.50</b>

## BEHIND-THE-WHEEL TRAINING

In-class instruction is only part of our comprehensive training program. To familiarize inexperienced drivers with actual on-road situations and hazards, all drivers complete First Transit Behind-the-Wheel Training. This involves closed-course instruction, controlled course instruction, and road work training.

- **Closed course instruction** trains drivers in complete vehicle maneuverability in a secure area. This training uses simulated obstacles and road situations that replicate the Carson City service area.
- **Controlled course work** allows the driver to become more familiar with handling the vehicle in a controlled area. The course is designed specific to the service area, on two lane roads with minimal obstacles, and is less than 35 mph. Drivers learn the challenges of routes and service area characteristics and develop skills to predict and manage actual driving situations.
- **Advanced road-work** training is conducted on a **one-on-one** basis with qualified trainers. No passengers are on-board during road-work training, while the new operator becomes familiar with service area routes. Drivers are credited **ONLY** for the time they are actually operating the vehicle during road-work instruction.

Behind-the-Wheel training courses include the following modules:

Behind the Wheel Training	Hours
<b>Closed Course (Group Work)</b>	
Vehicle Orientation—Pre-Trip Inspection, Seat Adjustment, Mirror Adjustment, Braking, Accelerating and Transmission, Wheelchair Securement	10.00
Reference Points—Lane Position, Right/Left Side, Backing Point, Forward Stop, Pivot Points, Turning Points	
Vehicle Control— Straight in Lane, Left turn, Right turn, Lane Changing—Moving Right or Left	
<b>Controlled Course</b>	
Smith System, Intersections, Service Stops, Backing	4.00
<b>Advanced Road Work</b>	
Smith System Commentary Driving, Roadways, Expressway/Highway Driving, Intersections, Service Stops	10.00
Tire Chain Installation	1.00
<b>Cadet Training</b>	10.00
<b>Total Behind the Wheel Training</b>	<b>35.00</b>





## DRIVER EVALUATION

The safety of our passengers is our number one priority — one that simply cannot be compromised. After completing behind-the-wheel training, drivers demonstrate that they have mastered required skills by successfully completing a thorough final evaluation before progressing to cadet training. We do not allow a new hire to operate a vehicle with revenue passengers until this phase of training is completed satisfactorily.

## CADET-IN-REVENUE SERVICE TRAINING

The last step in new-driver training – and the transition from instruction to real-world experience – is our Cadet-in-Revenue Service Training. Each new driver completes a one-on-one evaluation which includes in-service training hours on actual transit routes.

Cadets demonstrate their ability to drive safely, provide excellent customer service, and assist persons with disabilities and mobility devices. Managers conduct a final evaluation after the Cadet-in-Revenue modules are completed. Only cadets who successfully pass this final stage of training are qualified to be assigned manifests or routes.

## POST-TRAINING EVALUATIONS

To monitor driver performance and ensure continued compliance with the training principles, all new operators undergo three (3) post-training evaluations. These evaluations are completed 30 days, 60 days, and 90 days following successful completion of the training program. Evaluations provide additional mentoring opportunities for new drivers and additional support as successful members of the First Transit team. Operators who need additional training will be referred to and assessed by the Safety Department.

## INCUMBENT DRIVER TRAINING PROGRAM

First Transit designs training curriculums to meet the standards of the current service and the requirements of the new RFP when we assume transportation services from an incumbent contractor. The needs of the client agency and community are assessed, as well as the historical accident and injury rates of the incumbent contractor. Training curriculums vary in scope from four (4) hours to sixteen (16) hours, depending on our service assessment, and will include some or all the following modules:

- Orientation
- Vehicle Review
- Schedule/Trip Sheet Test
- Disability Awareness and Communication
- Passenger Assistance Techniques
- Smith System Defensive Driving
- Passenger Relations, Conflict Resolution
- First Transit and Carson City Operating Rules and Responsibilities

## DISPATCHER TRAINING PROGRAM

Our widespread practice is to hire dispatchers with previous experience and who have worked at least six months as a driver. Dispatchers concentrate on online learning courses through First America University, while obtaining a thorough understanding of our Carson City on-road operations. First Transit often fills dispatching roles from current driving staff. The training program for dispatchers is based on driver training curriculum and requires the successful completion of operator training prior to promotion to that dispatch role.

Dispatchers are key to the success of Carson City’s daily operations. They will receive thorough training on the Ecolane system. This training is in-depth and crucial to their new position. In addition to the BeSafe Leadership Program training Dispatchers will receive extensive customer service training. An example of the online learning courses is provided below.

- Vision and Values and Workplace Code of Business Conduct
- Motivating and Leading Employees and Effective Team Communication
- Cultivating Workplace Relationships
- Providing Internal Customer Service and Preventing Unhealthy Workplace Conflict
- Confrontation in Customer Service & Diffusing Situations
- Telephone Customer Service
- Creating an Effective and Safe Dispatch Environment
- Workplace Diversity & Managing Multigenerational Workforces
- Interacting and Communicating with Customers
- Preventing and Controlling Conflict in the Workplace

### 5.1.3.9.6 Risk management policy and safety plan.

## 5.1.3.9.6 - RISK AND SAFETY PLAN

First Transit’s **Safety Plan** and **Security Plan** have been included as **attachments**.

## FIRST TRANSIT’S SAFETY CULTURE

Safety is not a set of policies and procedures. Safety comes from conditioning proper thought processes and behaviors, preparing for situations, and knowing how to respond in ways that protect the well-being of people, those with whom we work, and those we serve. First Transit’s Safety Program encourages all First Transit employees to replace risky



behaviors and thought processes that jeopardize safety in the workplace. Through the program, we are striving to build a cultural identity that is focused on:

- Rewarding improvements in both individual and team performance
- Encouraging group safety awareness activities
- Recognizing and rewarding personal safety longevity

From management to operations, safety is the number one value of every First Transit employee. Our program was initiated to minimize risky behavior for the greater good of each person and our entire team. No priority or perceived priority should be pursued without following safety standards.

We emphasize this safety culture in our employee recruiting, selection, orientation, training, education, and management support. Our drivers, dispatchers, and managers are expected to look out for the safety of the passengers we transport each day. That same protection is given to our coworkers, those that depend on each of us to do our jobs without shortcuts that can cause injuries. Safety is continually stressed and reinforced throughout our day-to-day operations, in our employee reviews, and at every management and employee meeting.

First Transit's success in creating a safe and secure environment for our employees and clients is a result of many key items, including the following:

- Our hiring process is structured around stringent standards, including driver safety records, criminal record checks, and drug screening. First Transit hires only the best candidates.
- Our training program is comprehensive and covers our safety processes in detail. Employee responsibility, safety standards and expectations, safety precautions, and procedures are discussed extensively throughout training.
- We offer many initiatives to encourage employees to maintain safety awareness and keep accidents and incidents to the barest minimum. These incentives include local contests, and company-wide recognition at our annual meetings. **We have also included a safety bonus to incentivize employees to perform safe activities.**
- We have operations standards for discipline, expectations for performance, and company procedures. We practice progressive discipline with immediate retraining and corrective actions. Accident/Incident reporting is concrete and thorough.
- We monitor driver performance continuously. Managers and dispatchers assist drivers in overcoming challenges, serving passengers efficiently, and assisting at the scene of an incident or accident.

## BE SAFE – SAFETY LEADERSHIP PROGRAM



The Be Safe Safety Leadership training program focuses on changing the compliance culture through engagement to tap into employees' discretionary effort. Our program design focuses on use of positive reinforcement to build safe operational practices. To do that, we improve the knowledge, foresight, awareness, judgment, and skills of our employees to encourage preventive approaches to safety.

At-risk behaviors lead to negative consequences (e.g. reprimands). Safe behaviors only result in avoiding negative consequences. There are side effects of negative reinforcement and punishment including low morale, low productivity, decreased volunteerism, increased turnover and suppressed reporting of incidents and near misses. The positive reinforcement approach recognizes safe behaviors through catching people doing it right. Positive reinforcement strengthens behavior so safe behaviors will happen more often. As momentum builds, so does the discretionary effort employees put into their jobs. Safety performance improves as does the passenger experience overall.

The Be Safe Program is incorporated into manager training through hands on, interactive training by certified Performance Management Consultants, further supported by additional eLearning modules. The training helps managers identify how their own everyday behaviors, and those of their team, influence safe behaviors and overall safety for the clients and communities we serve.

Led by location managers, Be Safe encourages safety conversations to promote employee accountability to achieve safety. As frontline leaders, the managers implement skills-based training to shape, promote, and maintain positive safety behaviors. Be Safe reinforces our group-wide safety goals.

The Be Safe Program ensures our employees:

- Understand the behavioral causes of safe and at-risk behavior and how to create the optimal conditions for safety
- Develop proactive safety practices, measure performance, and improve safety behaviors
- Are confident in their skills to have consistent and quality safety conversations
- Uphold a measurable three-point framework for safety conversations – plan, touch-point, review
- Use the insight and data from safety conversations to make and influence better safety decisions

First Transit focuses beyond simply changing our safety processes and systems toward fundamentally changing our day-to-day safety habits and behaviors. As leaders, managers play a critical part in this process through daily interactions with employees to encourage, reinforce and influence good safety behaviors.

**First Transit's Safety and Security Program** has been included as an **attachment**.



5.1.3.9.7 *Comment/complaint procedures.*

### 5.1.3.9.7 - PROACTIVE CUSTOMER RESPONSE ACTION PLAN

The goal of our Customer Response Action Plan is to respond and resolve each complaint to the customer's satisfaction. Each complaint received will be investigated and responded to within 24 hours. We consider the passenger's opinions carefully when evaluating and resolving problems or disputes.

#### ACCEPTANCE OF CUSTOMER COMMENTS

Responding to customer comments is a collaborative process. First Transit will work with Carson City staff to respond to customer comments using the guidelines below:

- First Transit personnel receives customer comments from the client or customer
- The Customer Comment Form is completed, including date, time, employee name, employee description, and a summary of the comment
- To the extent possible, the comment will include the exact statements of the customer
- Upon acceptance, the comment is date-stamped, and an investigation is initiated

#### COMPLAINT RESOLUTION

Our goal is to resolve most customer concerns quickly and fairly. However, more serious concerns warrant a more in-depth investigation that may require a meeting with the complainant. When customer complaints are received, we initiate the following procedures to facilitate a fair and thorough resolution.

Complaint-Resolution Process	
<b>General Manager's Involvement</b>	The General Manager's role in complaint resolution is twofold. First, the GM handles the timely resolution of all complaints and serves as a liaison between our operations and the community. Second, the GM serves as a customer advocate during the process.
<b>Initial Investigations</b>	The Operations and Safety Manager reviews pertinent manifest data, then interviews dispatchers, the vehicle operator, as needed. Information is recorded and the root cause(s) of the complaint is determined.
<b>Complaint Meeting</b>	If necessary or requested, the GM arranges a meeting with the complainant to review all pertinent information. Results of the meeting are documented, and a resolution is agreed upon at this time.
<b>Additional Investigation</b>	Based on the complainant meeting or facts that emerge from witness statements, the GM may initiate additional fact-finding efforts to resolve the complaint. Vehicle maintenance records and the driver's personnel file are reviewed, and all information is used in developing a resolution.
<b>Exploration of Remedy</b>	If a passenger complaint is the result of a preventable action on the part of an employee, the GM handles the appropriate re-training or disciplinary action. The complainant and Carson City staff are made aware of any remedies put into effect.
<b>Discussion in Weekly Staff Meeting</b>	The GM reviews the proposed resolution with all First Transit staff to ensure compliance with all service policies and procedures.
<b>Resolution</b>	Resolution occurs when the GM has determined that the cause of the problem is understood, the employees have acted to prevent the problem from recurring, and the passenger is satisfied that the complaint is resolved. Carson City receives documentation about the final resolution
<b>Re-Training</b>	If a complaint is found to be the result of a preventable action on the part of an employee, re-training takes place. Concerns involving route operations are addressed and documented by our managers. Concerns involving safety are addressed and documented by our Operations Manager. In every instance, we make re-training a positive and productive experience for the employee. This creates a learning environment and increases the level of satisfactory employee performance in the future.
<b>Evaluation</b>	Complaints are reviewed, resolutions are discussed, and trends are evaluated at regular staff meetings. This helps us avoid the development of systemic problems in the future and ensures that successful solutions adhere to First Transit and Carson City policies and procedures.

5.1.3.9.8 *Vehicle inspection procedures and checklist form.*

### 5.1.3.9.8 - DRIVER VEHICLE CONDITION REPORT

The daily vehicle inspections conducted by our drivers are critical to achieving and maintaining First Transit and Carson City standards of excellence. We emphasize the importance of the operator's role within the vehicle maintenance process in driver training and refresher courses. The operator's responsibilities include:



- The pre-trip inspection and the legal requirement to complete the daily vehicle inspection accurately
- The documentation of any abnormal noise, vibration, or smell during operation recorded in the driver's report

The post-trip inspection completed as the operator shuts down the unit and does a final interior and exterior inspection. If a vehicle fails its pre-trip inspection then First Transit staff will coordinate with the designated Carson City maintenance personnel to assess the vehicle. An extra vehicle will be used to operate service, after a pre-trip inspection of the alternate vehicle. We have included a copy of our **Driver Vehicle Inspection Report** as an **attachment**.

**5.1.3.9.9 Vehicle cleaning procedures and checklist form.**

**5.1.3.9.9 - VEHICLE APPEARANCE**

A dirty vehicle takes away from the positive image we want to convey to our passengers and the communities we serve. To preserve the favorable view of First Transit and Carson City, all vehicles interiors operating in our fleet are cleaned daily by our drivers, and exteriors will be cleaned weekly. If the city allows, First Transit will also run fixed route and paratransit vehicles through the City's wash rack daily. We understand that Carson City is located in a semi-arid climate and has all four seasons. These changes between summer and winter require contractors to provide a different cleaning strategy based on the season. In the summer temperatures average 90 degrees and in a high desert river valley area, would require more detailed cleaning since dirt gets into the tighter spaces of the vehicles. With the winter average temperature of 45 degrees, and an average snowfall of 22 inches, cleaning vehicles in the winter will require more focus on the under-carriage of the vehicle.

**Our vehicles undergo these daily cleaning and washing procedures:**

- Remove any graffiti and insect remains
- Dust interiors
- Remove all trash from inside vehicle
- Sweep floor to remove all dirt, paper, etc.
- Wipe clean all stanchions and grab bars
- Wipe clean dash
- Clean side panels, as needed
- Repair or replace broken, cut, torn or vandalized components
- Removal of fuel on exterior
- Wipe clean security camera lens

**The following cleaning procedures will be completed weekly:**

- Mop floor and step wells
- Window cleaning
- Wash and Scrub exterior

**GRAFFITI AND VEHICLE REPAIR**

We have a zero-tolerance policy for graffiti and have instituted a program to detect and remove it from the interior and exterior of all vehicles. Our drivers are committed to providing our passengers with clean, well-maintained, and graffiti-free vehicles.

Drivers perform pre-trip and post-trip inspections, paying close attention to graffiti that may negatively affect the appearance of Carson City vehicles. The driver notes any blemishes, scratches, or dents on the inspection reports and sent to dispatchers, who update the Carson City maintenance department with any necessary work orders related to the drivers' findings.

We fully commit to upholding the standards of Carson City and the requirements in your contract. Our **vehicle cleaning checklist** is included as an **attachment**.

**5.1.2.10.10 Service transition plan (if applicable), including a timeline for transitioning from the existing operator, if necessary. Describe how the transition will take place in a seamless manner with the least amount of disruption to the service as possible.**

**5.2.1.10.10 - START-UP SCHEDULE**

First Transit will provide a seamless transition for our passengers with no disruption to service. Each transition requires a concentration on human resources, accounting, safety/security, labor relations, facility management, asset management and administration.

Our first focus will be in reviewing and evaluating all existing operations and administrative policies and procedures; assessing possible current employees for retention; preparing fleet and facility transition processes; and recruiting, hiring, and training of new employees and retraining existing employees as needed. These tasks will be performed by high-level managers empowered to implement the contract and complete tasks promptly and consistent with Carson City direction.

**With over 55 successful project transitions in 2018 and 2019**, First Transit will expertly handle all key tasks in the startup of the Carson City service.



## ▶ EXAMPLES OF SUCCESSFUL TRANSITIONS

### ▶ CITY OF VISALIA-VISALIA, CA



First Transit began service for the City of Visalia in October of 2018. We had region staff and experts on site 90 days prior to day one service to help answer any questions from the current staff and ease any concerns about the smooth transition of fixed route services. First Transit worked collaboratively with the union to **retain 125 employees from the previous service provider**. We strive to retain quality employees in every transition because no-one knows the service like the people currently operating in the City of Visalia.

The current fleet was left in a state of disregard and disrepair from the previous employer, First Transit maintenance staff worked diligently to document and correct all issues with the vehicles. When day one service came everything went smoothly with no service interruptions. The region and corporate team maintained an onsite presence for several months following the start of service to ensure that the local team had the support they needed to establish a stable working environment and immediately resolve any issues that might arise.

In our 2019 Customer Survey, City of Visalia agreed **that “First Transit provides an effective maintenance program to ensure fleet reliability”** and we **“provide quality service for passengers.”**

### ▶ TRANSIT JOINT POWERS AUTHORITY FOR MERCED COUNTY, MERCED, CA



The challenges that COVID-19 is presenting to transportation providers are numerous, and First Transit had to develop a plan to hire drivers and technicians for our new Merced County operation in the midst of the pandemic. While First Transit was able to hire much of the incumbent workforce, our local and transition teams had to get creative in order process the incumbents and hire new employees before the start of service while adhering to social distancing.

The local and regional management teams began processing incumbents and new employees in such a way that prioritized their safety, and took many measures to accomplish this, including:

- Providing every incumbent and new hire their own pen to use during processing from start to finish
- Wiped down all surfaces with antibacterial wipes after any use
- Provided gloves to everyone in the processing trailer
- Limited the amount of people in the trailer at any given time and used separated rooms for processing

Since only a few people could be in the trailer at a time, our teams set up canopies with tables and chairs 6 feet apart so the employees could wait comfortably. The canopied areas also served as a location for incumbent processing if they didn't feel comfortable going into the enclosed trailer, as well as a space to conduct interviews for new hires.

All of First Transit local and transition teams' efforts allowed us to hire and train 7 new CDL drivers, despite being on lockdown throughout the transition period. All new hires were fully trained (they had been learning and practicing pre-trip and skills training in the yard during lockdown) and were ready to obtain their CDL license as soon as DMV offices started opening back up. First Transit Behind-the-Wheel Trainers from our neighboring Visalia, CA location travelled to Merced to assist with Behind-the-Wheel training for the new hires.

Due to First Transit's extensive network of regional support, as well as location-level employees who were willing to come to Merced to assist with training during lockdown, Day 1 of service went effortlessly. Merced County is pleased with the level of effort by our team to ensure services are running smoothly.

### ▶ SPOKANE TRANSIT AUTHORITY-SPOKANE, WA



First Transit recently began transitioning services for Spokane Transit Authority, and **successfully retained 45 incumbent employees**. Our local management team took charge of the hiring and interviewing process – at times even conducting interviews at a local Starbucks and library. As a result of their efforts, we were able to hire and fully train 26 new drivers during the transition period and **we were fully staffed on Day 1 of service**. There were no service interruptions or issues upon startup, leading to Spokane Transit Authority **increasing the number of routes First Transit operates within the first couple of months**.

## TRANSITION TEAM

Key members of First Transit's support management team, including our general manager Michael Jacobs will begin working on the project five weeks before the actual start-up of service. Supporting local transition efforts will be our team of West Region professionals as well as our some of our corporate support staff who will be on-site at key points during the transition to offer technical assistance. Our General Manager Michael Jacobs will work on leading and easing every



step of the transition, including responsibility for supporting morale and dedication during what can be a very stressful time for the system and its employees.

## COORDINATION with CARSON CITY

A smooth and seamless transition/start-up begins with the establishment of effective communications and a sensible transition plan. Upon contract award, Fadi Chakbazof, Region Senior Vice President, Mark Elias, Region Vice President and our proposed General Manager, Michael Jacobs, will meet with Carson City to complete the transition/start-up plan, which will include timelines for completion of tasks; and roles and responsibilities. We will also set up a schedule for weekly (or more frequent) meetings with Carson City to monitor progress and resolve any issues and concerns throughout the transition period.

## DEVELOPING FIRST YEAR GOALS AND OBJECTIVES

During the start-up period, First Transit and Carson City will clarify service goals, objectives, and key performance indicators for the first year of operation. Your goals will be ingrained into our service culture to promote not only First Transit’s Vision and Values, but your high-quality service commitments. Operational performance measures, as well as quality customer service provision, will serve as the basis for Carson City to monitor and evaluate our performance.

## TRANSITIONING EMPLOYEES AND RECRUITMENT

First Transit assumes as many as 90% of the current workforce will make the transition. Our initial emphasis during transition will be placed on the “onboarding” of current Carson City transit employees and recruiting regionally and nationally for openings in the operations. Leveraging our nation-wide recruiting resources and best practices in staff development we will implement strategies to recruit, hire, and train new employees, including advertising in local newspapers and web sites that focus on the service area. First Transit’s Human Resources and Labor Relations team has provided expertise for many recent transitions. Tom Secrest is a labor attorney and First Transit’s Vice President of Human Resources and Labor Relations. He handles negotiation of labor contracts, ongoing labor relations, and establishing all human resource programs. Tom and First Transit corporate staff including our Region Human Resource Director and our on-site general manager will lead the effort to hire and recruit existing and new employees.

## HIRING, TRAINING, AND CERTIFYING

First Transit will figure out which existing employees meet our hiring qualifications and assess their skills. Transitioning employees will have a shorter training period, which will take place outside of their normal working hours. We will conduct training for existing employees on a schedule that will not interfere with their current driving assignments, ensuring that the quality of service Carson City’s passengers come to expect and rely on remains during the transition period.

Training classes for new hires will begin as soon as necessary. New hire drivers will have 75.5 hours of training and these classes have staggered start times to ensure efficient use of our training staff. New hires will be ready for operation prior to the first day of service. **Ecolane will be brought on-site to provide training** to employees on their product utilized in this service to ensure that our employees are operating the technology in the most efficient manner.

Region Safety Manager Margie Conklin will supply help to our transition team including our proposed General Manager and our trainer(s). The safety team specializes in organizing medical and training files for new employees, creating training manuals, insurance coverage, accident/incident paperwork, and training new hires. Security procedures at the facility will also be reviewed during start-up.

## ADMINISTRATIVE FUNCTIONS

During start-up, First Transit focuses on administrative functions, such as setting up payroll, opening and keeping detailed employee files. This also includes assessment of reporting procedures, Carson City policies and procedures, creating and keeping an extensive library of training materials.

## TRANSITION TIMELINE

Based upon the information provided in the RFP, as well as our experience with and understanding of the services to be provided, we have included a **schedule for a seamless transition** for Carson City, the system employees, and the passengers we serve as an **attachment** to this proposal. A more detailed, task-by-task transition plan will be developed and produced during negotiations with Carson City, reflecting updated status of key decisions on labor negotiations, and value-added options Carson City may wish to implement.

*5.1.2.10.11 Price Proposal/Proposal Breakdown (see Attachment D) – including an indication of all addenda issued and received – in a separate, sealed envelope.*

## 5.1.2.10.11 – PRICE PROPOSAL

As requested, First Transit’s **Price Proposal/Proposal Breakdown** has been included as a **separate document**.

*5.1.2.10.12 Certifications and other required forms (see Attachment F) signed by an authorized official of the Proposer.*

## 5.1.2.10.12 – CERTIFICATIONS AND FORMS

Please find all requested **certifications and other required forms** included as an **attachment** to our proposal.



# ATTACHMENTS

## ATTACHMENT 1

- Vehicle Cleaning Checklist

## ATTACHMENT 2

- Management Resumes
  - General Manager Michael Jacobs
  - Operations Manager Andre Petway

## ATTACHMENT 3

- Certificate of Good Standing in the State of Nevada

## ATTACHMENT 4

- Client List *Confidential - Redacted*

## ATTACHMENT 5

- Certificate of Insurance

## ATTACHMENT 6

- Employee Handbook *Confidential - Redacted*

## ATTACHMENT 7

- Written Delegation of Signature Authority

## ATTACHMENT 8

- 5.1.3.9.12 Certifications and Required Forms
  - Addenda Acknowledgement Form
  - Required Federal Clauses
  - Disclosure of Interests
  - Non-Collusion
  - Bid Bond
  - Acknowledgement and Execution
  - Disadvantaged Business Enterprise Form

## ATTACHMENT 9

- Driver Inspection Report

## ATTACHMENT 10

- Transition Timeline

## ATTACHMENT 11

- Drug and Alcohol Policy *Confidential - Redacted*

## ATTACHMENT 12

- First Transit Safety Plan *Confidential - Redacted*

## ATTACHMENT 13

- First Transit Security Plan *Confidential - Redacted*

## ATTACHMENT 14

- First Transit's Safety and Security Program

# ATTACHMENT 1





### Vehicle Cleaning and Detailing Checklist

LOCATION: Tempe \_\_\_\_\_ Mesa \_\_\_\_\_ DATE: \_\_\_\_\_

UNIT: \_\_\_\_\_ Unit: ATU, Operating Engineers, Velts, MARC

INSPECTOR: \_\_\_\_\_ VEHICLE NUMBER: \_\_\_\_\_

Driver's Area	Pass	Fail	Exterior	Pass	Fail
Driver dash			Body panels		
Side console			Seams and joints		
Floor area			Fender skirts		
Pedal area			Access doors interior & exterior		
Driver seat			Engine door interior & exterior		
Operator window and tracks			Windows		
Sun shades			Doors		
Side/overhead walls			Bumpers treated		
Farebox, Radio handset, Mobile Data screen			Mirrors		
Radio Handset, Data Screen, Zonar unit			Clean and Armorall tires		
Windshields			Headlight assembly		
Remove trash as needed			Marker lights		
<b>Interior</b>			Tail/stop/reverse lights - clean/wax		
Fender wells & kick panels			License plate		
Radio box			Wheels treated		
Window glass and tracks			Rims clean & wax		
Dust clean disinfect Grab and hand rails			Reflective tape repair		
Walls			Spot paint mirror housing		
Ceiling			Spot paint wiper assembly		
Seat fabric clean, vacuumed			Spot paint bike rack		
Seat backs and frames			Paint lugs and hub		
Step wells and step lights			Bellows clean, Armorall		
Modesty panels			Washed		
Light lenses					
AC return air grill					
Emergency hatches					
WC restraints					
Securement tracks in floor					
Clean Floors, floor wax					
Standee line					
Doors, ramp					
Remove trash as needed					
Remove stickers, graffiti, as needed					
Bellows clean, Armoralled					

# ATTACHMENT 2

# Michael Jacobs

General Manager



## Skills

Experienced project management, leadership and people management

Over 8 years of transportation industry experience

Ability to transition between positions seamlessly

Achieves high levels of multi-tasking

Performs duties above and beyond expectations

## Professional Experience

### First Transit, Portland, OR

#### **Safety Manager, 2017-Present**

- Directly manage 3 Supervisors, 5 driver trainers, and 115 drivers in day-to-day operations, including training schedules, ride checks, retraining, and safety activities.
- Improved Safety Performance year over year which led to location receiving the “Most Improved Safety Performance Award” for FY 2019
- Ensure compliance with all DOT / FTA requirements, drug testing requirements, OSHA logs, client contract responsibilities, corporate safety policies, and driver credentials.
- Organize and conduct monthly Safety Meetings and SST Meetings.
- Conduct accident and incident investigations, determine and assign preventability.
- Train new and existing operators to proficiency through either classroom or on the road job training.
- Conduct new employee drug testing, Employment Eligibility (I-9), Background checks and certify training hours.
- Train and recertify driver trainers for Classroom and Behind the Wheel training.

#### **Service Supervisor, 2016—2017**

- Through direct involvement with all phases of the operation, directed the day-to-day operation of approximately 130 operator staff.
- Ensure compliance with all DOT / FTA requirements, client contract responsibilities, customer service expectations, and corporate safety policies.
- Organized and conducted activities to ensure safe, cost-effective, and on-time operating performance of the transit system contract.
- Conduct accident and incident investigations.
- Trained new and existing operators to proficiency through either classroom or on the road job training.

#### **Dispatcher, 2015—2016**

- Directed day-to-day operation of Window Dispatch functions.
- Organized and conducted activities to ensure safe, cost effective and on-time performance of the transit system.

#### **Paratransit Operator, 2013—2015**

- Responsible for safely operating a transit motor vehicle providing reliable and efficient public transportation.
- Worked directly with the disabled population, assisting those with special needs to travel throughout the Portland Metro areas.

### North Pacific Supply Co

#### **Account Manager, 2012—2013**

- Responsible for sales to builders, remodelers, and retail customers, finding new customers through cold calling, job site visits, and referrals.

### **General Builders Supply**

#### ***General Manager, 2004—2011***

- Responsible for setting monthly sales budgets and goals for sales staff and worked with them to hit goals.
- Assisted the company Vice President with setting annual budgets and reviewing P & L's monthly and adjusting operations, staff, and pricing to maintain profitability.
- Responsible for meeting with vendors and negotiating special pricing contracts for large projects.
- Developed costing sheets to ensure all jobs were within company set budget margins.

### **Bradley Distributors**

#### ***Sales Representative, 2001-2004***

- Responsible for opening new dealers, increasing existing dealer sales through training and increased product knowledge.
- Worked with builders, remodelers, and design industry professionals, to increase market exposure and sales.
- Marketed product through Home Shows which included booth layout, design, set-up, selection of product, and installation.
- Attended meetings for professional association's (HBA, ORA, and NKBA).
- Hosted monthly cooking demonstrations to educate customers about products.

### **Roth Distributing**

#### ***Sales Representative, 1995—2001***

- Responsible for opening new dealers, while training and updating current dealers on product to increase sales.
- Marketed product through Home Shows, which included booth layout, design, set-up, the selection of product, and installation.
- Hosted monthly cooking demonstrations to educate customers about products.

### **Standard TV and Appliance**

#### ***Customer Service Representative, 1994—1995***

- Handled customer issues related to damaged and malfunctioning appliances.
- Worked with vendors to expedite resolutions.


### **United States Marine Corps**

#### ***E-4 Corporal with 3533 MOS- Logistical Vehicle Operator & Cross trained as Combat Engineer, 1990—1994***

- E-4 Corporal with 3533 MOS- Logistical Vehicle Operator & Cross trained as Combat Engineer.
- Served in Operation Desert Storm, Saudi Arabia, and Operation Restore Hope, Somalia.
- Received an Honorable Discharge, Navy/Marine Corps Achievement Medal, Good Conduct Medal, National Defense Service Medal, Armed Forces Expeditionary Medal, Southwest Asia Service Medal w/ Bronze Star, Humanitarian Service Medal, Navy Sea Service Deployment Ribbon, and Joint Meritorious Unit Citation.

## **Certifications and Courses**

- **Smith System Certified Instructor**

- 
- **Gold level Certified Classroom Trainer**
  - **Behind the Wheel Trainer**
  - **USDOT TSI Instructors Course in Paratransit Operator Training Certification**

# Andre Petway

Operations/Safety  
Manager



## Skills

Experienced project management, leadership and people management

Ability to transition between positions seamlessly

Achieves high levels of multi-tasking

Performs duties above and beyond expectations

## Education

South Bay College  
*Accounting*

## Professional Experience

### Keolis Transit, Las Vegas, NV

#### ***Operations Supervisor, 2016-Present***

- Evaluate, establish and maintain a safe working environment, (agency buildings, equipment, bus stops, transit terminals and corridors)
- Perform pull out assistance, matching labor and vehicle with scheduled run assignments
- Manage operator fitness for duty, evaluating appearance, grooming, and possession of driving credentials
- Coach, counsel and discipline operators and document actions which may lead to further discipline, training, or compliments/commendations
- Respond to, manage and investigate accidents, incidents and emergency situations
- Implement, communicate and/or enforce company policies, rules, regulations and procedures.
- Research customer complaints/compliments
- Review audio/video footage, interview witnesses, determine validity and recommend discipline or compliment
- Complete clear and concise reports

### Veolia-Transdev, Perris, CA

#### ***Demand Response Road Supervisor, 2013—2016***

- Provide field support to maintain on time performance
- Perform cursory maintenance of Coaches and onboard equipment to minimize service interruption
- Investigate incidents, accidents and customer concerns
- Monitor and communicate with operators via radio and computer aided dispatch/automated locator systems
- Coordinate seniority work assignment selection process per MOU/DOT rules for hours of service

### Omnitrans, San Bernardino, CA

#### ***Coach Operator, 2009-2013***

- Provide safe, reliable and courteous transportation
- Follow a planned route, follow procedures to ensure passenger safety
- Obey traffic laws, as well as state and federal transit regulations
- Assist disabled passengers boarding and alighting
- Collect proper fares
- Provide general information
- Maintain a professional demeanor

**Sprint, Temple, TX**

***Retention Specialist, 2007—2008***

- Worked to retain customers who were considering terminating services for those of the competition
- Listening closely to chief complaints, identify root causes of dissatisfaction, and resolving concerns to increase employee satisfaction
- Maintained a 91.7% retention rate

**Hill County Transit, Killeen, TX**

***Field Supervisor, 2005—2007***

- Familiarize with geography of the area, including routes and the different services provided
- Performed dispatch services, responded to field calls, customer concerns and vehicle accident investigation
- Downloaded video surveillance daily
- Sat in on the accident review board
- Collected, counted and prepared monies for deposit
- Transported deposits to bank
- Conducted driver evaluations
- Completed clear and concise reports

**Certifications and Courses**

**BTW- Behind the Wheel Certification**

**Classroom Training Certified**

**Reasonable Suspicion Certified**

**FEMA Incident Command System Certified**

# ATTACHMENT 3



# SECRETARY OF STATE



## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **FIRST TRANSIT, INC.**, as a FOREIGN CORPORATION (80) duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 08/29/1978, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 05/27/2020.

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State

Certificate Number: B20200527815693

You may verify this certificate  
online at <http://www.nvsos.gov>

# ATTACHMENT 4

CONFIDENTIAL - REDACTED

# ATTACHMENT 5



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/12/2020

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> First Transit Inc 600 Vine Street Suite 1400 Cincinnati OH 45202 USA	INSURER A: Illinois Union Insurance Company		27960
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: American Home Assurance Co.		19380
	INSURER E: AIG Specialty Insurance Company		26883
	INSURER F: Lloyd's Syndicate No. 2623		AA1128623

Holder Identifier :

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570081746231</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL3629890	04/01/2020	04/01/2021	EACH OCCURRENCE	\$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$10,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMP/OP AGG	\$10,000,000
B	<b>AUTOMOBILE LIABILITY</b>			CA1921809 AOS	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			CA1921808 VA	04/01/2020	04/01/2021	BODILY INJURY (Per person)	
B	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA1921810 MA	04/01/2020	04/01/2021	BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC014649551	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	WC014649548	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	\$5,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC014649550	04/01/2020	04/01/2021	E.L. DISEASE-EA EMPLOYEE	\$5,000,000
C				WC014649547	04/01/2020	04/01/2021	E.L. DISEASE-POLICY LIMIT	\$5,000,000
				WC014649549	04/01/2020	04/01/2021		
B	Excess WC			XWC6583124	04/01/2020	04/01/2021	EL Each Accident	\$5,000,000
				SIR applies per policy terms & conditions			EL Disease - Policy	\$5,000,000
							EL Disease - Ea Emp	\$5,000,000

Certificate No : 570081746231

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Fixed Route and Paratransit Services, Request for Proposal No. 19300178, Request for Proposal Title: Public Transportation Operating Services. City and County of Carson City, Nevada, its officers, employees and immune contractors are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City and its agents, officers, directors and employees in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies. NOC: In the event of policy cancellation or non-renewal (for other than

**CERTIFICATE HOLDER****CANCELLATION**

Carson City c/o Carson City Purchasing and Contracts 201 North Carson Street, Suite 2 Carson City NV 89701 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
---	--





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED First Transit Inc	
POLICY NUMBER See Certificate Number: 570081746231			
CARRIER See Certificate Number: 570081746231	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Env Contr Poll			PPIG27169533003 Pollution SIR applies per policy terms & conditions	04/26/2019	04/26/2022	Aggregate Limit	\$1,000,000
							Per Occurrence	\$1,000,000



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED First Transit Inc	
POLICY NUMBER See Certificate Number: 570081746231		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570081746231	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
 non-payment of premium), thirty (30) days notice to Carson City will be given.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured

is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2020 forms a part of Policy No. WC 014-64-9548

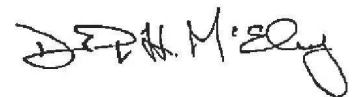
Issued to FIRSTGROUP AMERICA, INC.

By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by \_\_\_\_\_



Authorized Representative



# ATTACHMENT 6

CONFIDENTIAL - REDACTED

# ATTACHMENT 7

**LIMITED POWER OF ATTORNEY**

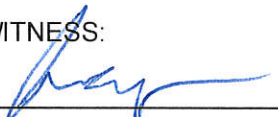
**FIRST TRANSIT, INC.** ("First Transit") hereby appoints Brad Thomas as its Attorney in Fact ("Attorney"). **FIRST TRANSIT** authorizes Brad Thomas, for and on behalf of the corporation, to do the following:

**Execute, sign, and deliver documents relating to the Carson City, NV Advertised Proposal #19300178 Bid on behalf of First Transit, Inc.**

**FIRST TRANSIT** gives Brad Thomas full power, authority and discretion to do all things required or permitted to be done as fully as if any officer of the company was personally present, with full power of revocation and substitution, hereby ratifying and confirming all that my Attorney shall do or cause to be done by virtue hereto.

**IN WITNESS WHEREOF**, I have signed this Power of Attorney on this 28<sup>th</sup> day of May 2020.

WITNESS:

  
\_\_\_\_\_  
Print Name: Stephanie Curry



  
\_\_\_\_\_  
Michael Petrucci, Secretary

State of Ohio )

County of Hamilton )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Michael Petrucci, who executed the foregoing Power of Attorney and acknowledged the signing thereof to be his voluntary act for the uses and purposes therein contained.

IN TESTIMONY WHEREOF, I have signed and affixed by seal to this Power of Attorney this 28<sup>th</sup> day of May 2020.

  
\_\_\_\_\_  


**ANDREW WESLEY PUGH**  
Notary Public, State of Ohio  
My Commission Expires 05-20-2024

# ATTACHMENT 8

# INSTRUCTIONS TO PROPOSERS

## REQUEST FOR PROPOSAL # 19300178

### REQUEST FOR PROPOSAL TITLE: "Public Transportation Operating Services"

**NOTICE:** No substitution or revision to this Proposal form will be accepted. Carson City will reject any Proposal that is received that has changes or alterations to this document.

**COMPLETION** of this project is expected **PURSUANT TO THE PROPOSAL DOCUMENTS:**

**ATTACHMENT A: Scope of Work/Technical Specifications**

**ATTACHMENT B: JAC Fixed Route System**

**ATTACHMENT C: JAC Assist Service Area**

**ATTACHMENT D: Proposal Form**

**ATTACHMENT E: Evaluation Criteria**

**ATTACHMENT F: Required Federal Clauses**

**ATTACHMENT G: Protest Procedures for FTA-Assisted Procurements**

**ATTACHMENT H: Daily Vehicle Inspection Checklist**

**ATTACHMENT J: Sample City's Independent Contractor Agreement Document**

**PROPOSER** acknowledges receipt of   2   Addendums.  Proposer's initial

## CORRESPONDENCE AND/OR COMMUNICATIONS:

The provisions of this proposal shall be approved by the governing body of the City, and the normal lines of communications shall be between the following persons and the authorized representative of the Contractor:

**A. Contract Administrator**  
Carol Akers - Purchasing and Contracts Administrator  
Carson City Purchasing and Contracts  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
775-283-7362  
FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

**B. Owner's Representative**  
Lucia Maloney – Transportation Manager  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
775-283-7396  
[email: lmaloney@carson.org](mailto:lmaloney@carson.org)

**NOTE:** The City reserves the right to appoint a substitute designee for these positions at the City's discretion.

## **Attachment F Required Federal Clauses**

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: *The Lobbying certification must be signed by an Authorized Official of the Proposer and returned with the proposal.*

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

(2) The 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.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **ACCESS TO RECORDS AND REPORTS**

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, 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 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### **FEDERAL CHANGES**

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

### **TERMINATION**

**a. Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The 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 City that the 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 Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of 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.

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

**d. Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.



**e. Termination for Convenience (Professional or Transit Service Contracts)** City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

## **CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CAMPO and/or RTC deems appropriate. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

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

### **ADA ACCESS REQUIREMENTS**

The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- 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 agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of payment made to the prime by CAMPO and/or RTC. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with CAMPO and/or RTC's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify CAMPO and/or RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. The 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 City. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in the contract or any other options listed in 49 CFR Part 26, §26.29.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BREACHES AND DISPUTE RESOLUTION**

**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 authorized representative of City (Transportation Manager). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**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.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and the 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 City is located.

**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 City or 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.

### **CLEAN AIR REQUIREMENTS**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The 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.

### **CLEAN WATER REQUIREMENTS**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The 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.

### **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA City's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

(2) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals & Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5310(a)(2), and if USDOT has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, contractor shall carry out the Project in compliance with the terms and conditions determined by USDOL to meet the requirements of 49 USC 5333(b), USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA, the date of which is set forth in the Grant

Agreement or Cooperative Agreement with the state. Contractor shall perform transit operations in connection with the underlying contract in compliance with the conditions stated in that USDOL letter.

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

### **CHARTER BUS REQUIREMENTS**

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

### **SCHOOL BUS REQUIREMENTS**

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

### **DRUG AND ALCOHOL TESTING**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of City, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to the Nevada Department of Transportation. 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.

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **CONTRACT WORK HOURS & SAFETY STANDARDS ACT (CONTRACTS OVER \$100K)**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

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

### **PRIVACY ACT REQUIREMENTS**

(1) Applicability to Contracts: When CAMPO and/or RTC maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

(2) Flow down Requirements: The Federal Privacy Act requirements flow down to each third party consultant and their contracts at every tier.

(3) Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant 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.

## **LOBBYING**

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

### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 Contractor, First Transit, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Bradley A. Thomas,  
President, First Transit, Inc. Name and Title of Contractor's Authorized Official

05/29/2020 Date

## CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS

The City and County of Carson City requires all persons or firms seeking to do Business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below.

FIRM NAME: First Transit, Inc.

ADDRESS: 600 Vine Street, Suite 1400, Cincinnati, OH 45202

FIRM is: 1. Corporation (  ) 2. Partnership (  ) 3. Sole Owner (  )  
 4. Association (  ) 5. Other (  ) \_\_\_\_\_

### DISCLOSURE QUESTIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **"Board member."** A member of any Board, Committee, or Commission appointed by the City.
- b. **"Employee."** Any person employed by the City either on a full or part-time basis, but not as an independent contractor.
- c. **"Firm."** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **"Official."** The Mayor, members of the City Boards, Committees or Commissions, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City.
- e. **"Ownership interest."** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements."

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department
One hundred percent of the shares of First Transit are owned by FirstGroup America Holdings, Inc.		

2. State the name of each "official" of the City having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department
One hundred percent of the shares of First Transit are owned by FirstGroup America Holdings, Inc.		

3. State the names of each "board member" of the City Boards, Committees or Commissions having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission, or Committee
One hundred percent of the shares of First Transit are owned by FirstGroup American Holdings, Inc.	

## CITY AND COUNTY OF CARSON CITY STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Date 05/29/2020

Company First Transit, Inc.

Address 600 Vine Street, Suite 1400, Cincinnati, OH 45202

Phone Primary Contact: Jim Coffman: 513.335.8069; Main Office: 513.241.2200

Fax Number 513.684.8852

Proposer  
(Signature) 

Proposer  
(Print Name) Bradley A. Thomas

Position  
with Company President, First Transit, Inc.

**Note: This form must be filled in and submitted with the sealed proposal.**

**CITY OF CARSON CITY, NEVADA – BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned First Transit, as “Principal,” and Federal Insurance Company, as “Surety,” are hereby held and firmly bound unto the City of Carson City, Nevada, as “Obligee,” in the penal sum of Five Percent of Amount Bid dollars (\$5% of Amount Bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a proposal for RFP# **19300178**, for the Project Title: **Public Transportation Operating Services**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee’s actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

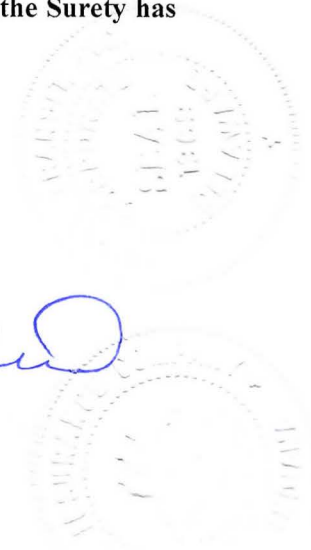
The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: 05/11/2020

First Transit  
Principal  
By: Susan A. Welsh  
Susan A. Welsh, Attorney-In-Fact

Federal Insurance Company  
Surety  
By: Sandra M. Winsted  
Sandra M. Winsted, Attorney-In-Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samantha Chierici, Jessica B. Dempsey, Debra J. Doyle, Derek J. Elston, Kristin L. Hannigan, Jennifer L. Jakaitis, Andrew Marks, James B. McTaggart, Judith A. Lucky-Eftimov, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Christina L. Sandoval, Bartlomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of January, 2020.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 16th day of January, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

*5/11/20*



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

## Special Power of Attorney

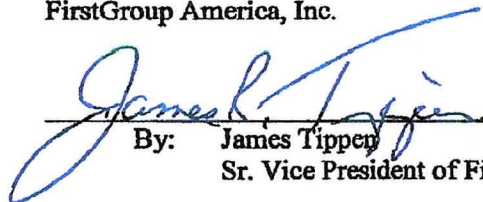
KNOW ALL MEN BY THESE PRESENTS that FirstGroup America, Inc. a (Delaware) corporation (collectively the "Company"), has made, constituted and appointed and by these presents does make, constitute and appoint *Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Kristin Hannigan, Judith A. Lucky-Estimov, Sandra M. Nowak, Debra J. Doyle, Diane M. O'Leary, Derek J. Elston, Bartlomiej Stapierski, Aerie Walton, Jennifer Williams, Salena Wood, Barbara Pannier, Michelle D. Krebs*, on Power, all of the City of Chicago, State of Illinois as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf, or any of its direct or indirect subsidiaries, surety bonds and other documents of similar character issued in the course of its business and to bind the Company thereby as if such writings had been duly executed and acknowledged by its officers.

IN WITNESS WHEREOF, FirstGroup America, Inc. has caused its name to be subscribed by James Tippen, its SVP of Finance, and its corporate seal to be affixed and attested by its Secretary on this 3rd day of October, 2019.

Attest:

FirstGroup America, Inc.

  
By: Michael Petrucci  
Secretary

  
By: James Tippen  
Sr. Vice President of Finance



State of Ohio  
County of Hamilton

On this October 3, 2019 personally appeared before me, a Notary Public for the State of Ohio James Tippen, Sr. Vice President of Finance of FirstGroup America, Inc. who acknowledged that the foregoing is his free and voluntary act and deed on behalf of said corporation.

  
\_\_\_\_\_

Notary Public, State of Ohio  
My Commission Expires: 3-12-24



GAYLA S. MAXWELL  
Notary Public, State of Ohio  
My Commission Expires 03-12-2024

**ACKNOWLEDGMENT AND EXECUTION:**

STATE OF Hamilton )  
 ) SS  
COUNTY OF Ohio )

I Bradley A. Thomas (Name of party signing this Proposal), do depose and say: That I am the Proposer or authorized agent of the Proposer; and that I have read and agree to abide by this Request For Proposal which includes the following documents: Notice to Proposers, Attachments, and Proposal Response.

**PROPOSER:**

**PRINTED NAME OF PROPOSER:** Bradley A. Thomas

**TITLE:** President, First Transit, Inc.

**FIRM:** First Transit, Inc.

**Address:** 600 Vine Street, Suite 1400

**City, State, Zip:** Cincinnati, Ohio 45202


**Telephone:** Primary Contact Jim Coffman: 513-335-8069; Main - 513-241-2200

**E-mail Address:** James.Coffman@firstgroup.com

  
(Signature of Proposer)

**DATED:** 05/29/2020

Signed and sworn (or affirmed) before me on this 29th day of May, 2020, by

  
(Signature of Notary)

(Notary Stamp)



**Chanelle Johnson**

**NOTARY PUBLIC  
STATE OF OHIO**

**My Commission Expires  
June 30, 2025**




Office Use Only: Contract #: \_\_\_\_\_

**\*\*Disadvantaged Business Enterprise (DBE) Race Neutral Goal 2.00%\*\***

**To be filled out by contractor:**

Title of Project: Carson City Public Transportation Operating Service Advertised Bid #: 19300178

Base Bid/Proposal Amount: \$ \*\*\* Please see First Transit's Price Proposal for fully completed DBE forms.



Contractor's Signature

06/1/2020

Date

DBE Firm Name: JCM & Associates, Inc. (Blue Goose)

Confirmation of DBE Participation: \_\_\_\_\_  
 (signature can be obtained after bid award is determined)

% of Base Bid: .52% % Approximate Amount of DBE's Portion: \$ \_\_\_\_\_  
 \*\* Please see First Transit's Price Proposal for fully completed DBE forms.

Firm Address: 5443 E Washington Blvd, Commerce, CA 90040

DBE Certification # & Expiration: Cert. #: NV20043167NUCP / Exp: 7/30/2020

Contact Person: Richard Crady - VP Phone #: 800-543-3732

Scope of work: Provision of Employee Uniforms

\_\_\_\_\_

\_\_\_\_\_

**Office Use Only**

Site Monitor: \_\_\_\_\_ Site Monitor Initials: \_\_\_\_\_

Site Visit Date (s): \_\_\_\_\_

DBE Certification Verified: Yes or No

1. Does it appear the DBE firm is performing described scope the work?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

2. Does it appear the DBE contractor is managing their scope of the project & using their employees?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

3. Does it appear the DBE contractor is providing the equipment for their scope of work?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*Duplicate form for additional DBE Firms\*\*\*

# ATTACHMENT 9

# VEHICLE INSPECTION

BUS #: \_\_\_\_\_ RUN #: \_\_\_\_\_ DATE: \_\_\_\_\_ R.O.#: \_\_\_\_\_

I indicate by my signature that I have reviewed the previous operator's vehicle inspection report.

Driver Name (print): \_\_\_\_\_ Driver Signature: \_\_\_\_\_

End Miles: \_\_\_\_\_ Beginning Miles: \_\_\_\_\_ Miles Driven: \_\_\_\_\_

End Time: \_\_\_\_\_ Beginning Time: \_\_\_\_\_ Time Worked: \_\_\_\_\_

Inspect all items on DVI. Use "OK" if no defects found; use "X" if defect is found; use "NA" if not applicable. Turn in daily.

## VEHICLE EXTERIOR CHECKS

- |   |   |
|---|---|
| <input type="checkbox"/> All lights & lenses*<br><input type="checkbox"/> Turn signals & 4-way flashers*<br><input type="checkbox"/> Windshield wipers & washers<br><input type="checkbox"/> Door operation, seals intact/tight<br><input type="checkbox"/> Emergency door/windows/alarm<br><input type="checkbox"/> Tires, wheels & lugnuts* | <input type="checkbox"/> Glass & mirrors*<br><input type="checkbox"/> Body damage/lettering<br><input type="checkbox"/> Under vehicle leaks*<br><input type="checkbox"/> Advertising signs securement<br><input type="checkbox"/> Lift door hold backs<br><input type="checkbox"/> Passenger lift operation |
|---|---|

## VEHICLE INTERIOR CHECKS

- |   |  |
|---|--|
| <input type="checkbox"/> Speedometer/tachometer/instruments<br><input type="checkbox"/> Heaters, defroster & ventilation<br><input type="checkbox"/> All gauges*<br><input type="checkbox"/> Horn/dashlights/hi/lo indicator*<br><input type="checkbox"/> Interior lights<br><input type="checkbox"/> Driver seat operation & belts<br><input type="checkbox"/> Pass. seat securement & covering<br><input type="checkbox"/> Hand rails/modesty panels<br><input type="checkbox"/> All required emergency equipment<br><input type="checkbox"/> Exhaust noise<br><input type="checkbox"/> Drive cam | <input type="checkbox"/> Steering operation<br><input type="checkbox"/> Air conditioner<br><input type="checkbox"/> Fare box<br><input type="checkbox"/> Destination sign<br><input type="checkbox"/> Wheelchair securement straps & covers<br><input type="checkbox"/> Two-way radio operation<br><input type="checkbox"/> Passenger chime or buzzer<br><input type="checkbox"/> Backup alarm<br><input type="checkbox"/> Veh. documentation/certification<br><input type="checkbox"/> Mobile data terminal |
|---|--|

## BRAKE SYSTEM CHECKS

- |   |  |
|---|--|
| <p style="text-align: center;"><small>(HYD/VAC)</small></p> <input type="checkbox"/> Operating not less than 15" VAC<br><input type="checkbox"/> Low VAC warning _____ inches<br><input type="checkbox"/> Brake pedal height (applied)<br>_____ | <p style="text-align: center;"><small>(AIR)</small></p> <input type="checkbox"/> Cut in pressure _____ PSI<br><input type="checkbox"/> Cut out pressure _____ PSI<br><input type="checkbox"/> Static press. loss P/B on _____ PSI<br><input type="checkbox"/> Static press. loss P/B off _____ PSI<br><input type="checkbox"/> Applied pressure loss _____ PSI<br><input type="checkbox"/> Low pressure warning* _____ PSI<br><input type="checkbox"/> Auto pop out (park brake) _____ PSI<br><input type="checkbox"/> Park brake hold |
|---|--|

\*Indicates items to be checked on a "Mini Pre-Trip" Inspection

Driver Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mechanic's Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mechanic's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# ATTACHMENT 10

# First Transit Transition Schedule for Carson City

Sample Carson City Mobilization Schedule	27-Aug-20	3-Sep-20	10-Sep-20	17-Sep-20	24-Sep-20	1-Oct-20
	1	2	3	4	5	
<b>Contractual</b>						
Notice to Proceed (July 9, 2020)						
Contract Negotiations						
Finalize and Sign Contract						
Circulate First Transit's Mobilization Plan						
Introduction of team members for Client and First Transit						
Review plan, contract requirements and expectations						
Develop and submit detailed work plans to Client						
Organize and Notify Start-Up Team						
Weekly progress meetings with staff						
<b>Recruiting &amp; Staffing</b>						
General Manager On-Site						
Operations/Safety Manager On-Site						
Regional Support Team On-Site, as needed						
Contact numbers, emails, emergency notification tree						
Recruitment Outreach to Existing Provider's Staff						
Recruitment Ads Placed in Various Media						
Open House Recruitment Event						
Recruitment Visits to Staffing Agencies, etc.						
Interview Dispatch Team Candidates						
Existing Drivers Hired (Ongoing)						
New Drivers Hired (Ongoing)						
DMV Checks						
Criminal Background						
Previous Employment Checks						
Establish drug and alcohol testing location						
Pre-employment drug testing and physicals						
<b>Training &amp; Course Development</b>						
Prepare Training Plan and Materials						
Prepare Policy Manuals & Employee Handbook						
Train Operator Trainers						
Train Dispatchers						
Ecolane On-site to Train						
New Operator Training						
Incumbent Operator Training / Refresher Courses						
<b>Operations &amp; Administrative Procedures</b>						
Finalize operating procedures & policies						
Finalize performance standards						
Develop goals & objectives						
Analyze Historical Data to Develop schedules						
Establish processes for data collection						
Implement forms for daily operations & reporting						
Order uniforms						
Establish payroll and accounting procedures						
Develop dispatcher schedule						
Confirm Fare Accounting and Pickup Procedures						
Establish vendor accounts						
Establish seniority list						
<b>Maintenance Procedures</b>						
Understand PM schedules						
<b>Vehicles &amp; Equipment</b>						
Arrange vehicles for training						
<b>Facility</b>						
Coordinate parking plan						
Confirm Fueling and Security Procedures						
Finalize internal layout, space planning						
IT Infrastructure Requirements and Final Installation						
Security requirements, key access, badges						
Order/Install Office Equipment						
<b>Prepare Reporting Mechanisms</b>						
Establish emergency & procedural requirements						
Finalize Technology Implementation						
<b>Service Start</b>						

# ATTACHMENT 11

CONFIDENTIAL - REDACTED

# ATTACHMENT 12

CONFIDENTIAL - REDACTED

# ATTACHMENT 13

CONFIDENTIAL - REDACTED



# ATTACHMENT 14

# FIRST TRANSIT'S SAFETY & SECURITY PROGRAM

## SAFETY PROGRAM

First Transit's Safety Program encourages all First Transit employees to replace risky behaviors and thought processes that jeopardize safety in the workplace. Through the program, we are striving to build a cultural identity that is focused on:

- Rewarding improvements in both individual and team performance
- Encouraging group safety awareness activities
- Recognizing and rewarding personal safety longevity

First Transit's success in creating a safe and secure environment for our employees and clients is a result of many key items, including the following:

- **Our hiring process is structured around stringent standards**, including driver safety records, criminal record checks, and drug screening. First Transit hires only the best candidates.
- **Our training program is comprehensive and covers our safety processes in detail.** Employee responsibility, safety standards and expectations, safety precautions, and procedures are discussed extensively throughout training
- **We offer many initiatives to encourage employees to maintain safety awareness and keep accidents and incidents to the barest minimum.** These incentives include local contests, and company-wide recognition at our annual meetings
- **We have operations standards for discipline, expectations for performance, and company procedures.** We practice progressive discipline with immediate retraining and corrective actions. Accident/Incident reporting is concrete and thorough
- **We monitor driver performance continuously.** Managers and dispatchers assist drivers in overcoming challenges, serving passengers efficiently, and assisting at the scene of an incident or accident

## BE SAFE – SAFETY LEADERSHIP PROGRAM

The Be Safe Safety Leadership training program focuses on changing the compliance culture through engagement to tap into employees' discretionary effort. Our program design focuses on use of positive reinforcement to build safe operational practices. To do that, we improve the knowledge, foresight, awareness, judgment, and skills of our employees to encourage preventive approaches to safety.

## BE SAFE ACCIDENT AND INCIDENT PREVENTION

To help emphasize the importance of safety, we have created the Three Pillars of Injury Prevention:



### ACTIVE CARING

Active Caring makes sure that injury prevention drives our day-to-day management activities. It is gaining the courage to have safety conversations, performing safety tours, risk assessing for your sake and others, and taking a “brother’s keeper” approach to safety by encouraging others to adhere to safety principles at work, just as they do at home.

Each location displays company-generated safety awareness communication boards and recognition signage to heighten safety awareness. In each location, the communications display board notes the number of accident-free days, injury-free days, and lost workdays, below are some of the other ways we emphasize safety every day.

Safety Posters

Safety Alerts

Paystub Safety Notices

Safe Employee Recognitions or Spotlights

Safety and Operations Bulletins

Dispatch Daily Safety Message

## PERFORMANCE MANAGEMENT



Performance Management requires our managers to take an active role in helping achieve our **goal of zero collisions and zero lost-time injuries**. Safety must drive the decision-making and guidance provided by our managers. Our managers are the force that puts our safety policies, procedures, laws, and regulations into practice, and they are responsible for measuring the performance of our staff against our goals.

Although we will always continue to evaluate our safety performance via Key Performance Indicators, performance management is a more proactive way of modifying unsafe or potentially unsafe employee behaviors before accidents or incidents occur. We are increasing developing new methods to measure and identify indicators of potential behavior issues we proactive behavior modifications can take place.

## CONTINUOUS IMPROVEMENT

Safety is not a one-time occurrence. It is part of our culture and everything we do today, tomorrow, and every day we come to work. Our safety standards and best practices are continually updated with input from industry safety experts, fellow industry leaders, and our front-line employees. We analyze safety trends to identify corrective patterns, then incorporate changes to improve our overall performance. First Transit leverages our vast experience nationwide and the experience of our sister companies across the globe to develop best practices in safety, identify trends and develop action plans.

## DEVICES FOR EMPLOYEE SAFETY

First Transit knows the importance of safety in daily operations, that of our passengers but especially the safety of our employees. Our employees are our most valuable assets and without them we would not provide quality service for Carson City. In addition to providing our employees extensive safety training and tools, we are also providing them with Wheelchair Securement Pads.



These Wheelchair Securement Pads are designed to prevent injuries to our employees while they are safely securing their passenger's wheelchair in a vehicle. Our goal is to reduce employee injuries, since pulls and twists are the leading cause of injuries for Operators, and this is most likely to happen if they bend and stoop to secure and unsecure a wheelchair. The

Wheelchair Securement Pad allows the Operators to lower their center of gravity by placing a knee on the floor without bruising it or dirtying their uniform. The pad also has key reminders for proper wheelchair securement.

*“Our Operators really enjoy having the pads available to them. Many of our passengers have commented on what a smart idea it is. It was really great to see the company take initiative and provide the Wheelchair Securement Pads for Operators.”—  
General Manager, TriMet, Beaverton, OR*

The use of this pad will eliminate the potential for injury while securing a wheelchair, and reduction of injuries directly correlates to less worker’s compensation claims and driver shortages due to injury.

### Improving Safety Standards

First Transit is working diligently to improve the safety of our employees. **More than 14% of employee injuries are related to Pull/Twist activities.** With our Wheelchair Securement Pad employees are supplied a tool to combat injuries sustained during wheelchair securement. Preventing injuries is the best way to eliminate employee lost time injuries, avoid driver shortages due to injury, and reduce workers compensation claims.



## BUSING ON THE LOOKOUT

First Transit is **committed to our customers** and the communities we serve, a responsibility we take very seriously. Early in 2019, we partnered with Busing on the Lookout (BOTL) to develop training for our drivers and employees to ensure that they are aware of the signs of human trafficking. This partnership is the first of its kind and with 12,000 drivers nationwide, First Transit is proud to be a part of these efforts. First Transit places posters at our locations and transit centers with BOTL contact information in the hopes that employees, passengers, or

victims will call the BOTL helpline or contact local authorities to report potential instances of human trafficking.



*“This important step taken by First Transit will add thousands of more eyes and ears to the roads in our communities...Partnerships like these are essential to shutting down traffickers and offering victims a pathway to freedom.”—Annie Sovcik, Director of BOTL*

## SAFETY MANAGEMENT SYSTEM

First Transit has already put MAP-21 in action and incorporated Safety Management System (SMS) principles into our culture. **We have and will continue to be ahead of the game in terms of local, state, federal regulations, and FTA requirements regarding safety programs and procedures.** At the core of First Transit's mission is the commitment to protecting the safety and well-being of our passengers and employees. Our Be Safe program is the foundation of First Transit's Safety Management System (SMS) with three clear objectives:

To make progress on our way to First to Zero

To make safety a personal core value through behavior change

To improve business performance

## SAFETY POLICY

Be Safe - the driving force behind First Transit's Safety Management Policy - focuses on recognizing and acknowledging safe behavior and actions through positive reinforcement. All employees are empowered to report unsafe acts and working conditions without fear of reprisal.

The guiding principles that drive First Transit's SMS program are:

- **Knowledge:** Our greatest efforts will be directed at the key safety behaviors that will help reduce incidents.
- **Recognition:** While not ignoring actions that undermine safety, the focus will be on acknowledging colleagues "doing it right" and positively reinforcing these actions.
- **Openness:** Regular positive coaching interactions, or "touch points" will take place and communication will be open and honest.

- **Learning:** Reporting of incidents and near misses will be learning opportunities to continuously improve work place safety.

## SAFETY RISK MANAGEMENT

Performance improvement in all aspects of First Transit's operations is based on four key elements: **Leadership and Engagement; Risk Reduction; Safety Management; and Performance Management.** Each element includes safety as a top priority.

Leadership and Engagement depends upon honest and open communication from all employees; data collection from which critical decisions are formulated that impact daily, short term, and long-term operations; resource management; and future direction of First Transit.

Risk Reduction includes our comprehensive audit and inspection regime; hazard identification and reporting; continuous training and safety campaigns; employee safety evaluation reporting programs and procedures; employee and management observation of operations; and compliance assurance of FTA, DOT, and OSHA safety and operating requirements and recommendations.

Safety Management at First Transit has many forms; including **Safety Solution Teams, Accident Review Committees, Local Client Liaison Committees** at each local operation; the corporate Safety Department gathers, analyzes, and communicates safety information throughout the company and enforces policies and procedures to ensure all employees are conducting their business in the safest manner possible.



Performance Management uses many Key Performance Indicators (KPIs) relating to safety to evaluate First Transit's progress. Daily reports; monthly location scorecards; the Critical Activity Record Entry program which captures and compares safety data monthly; major events calls which alerts management in real time of safety events; and regular calls and meetings between mid-level and upper management to review safety concerns; are a sampling of the tools employed to ensure that safety is first and foremost in everything we do.

## SAFETY ASSURANCE

First Transit ensures that we have the right people in place to monitor the safety of our Carson City's passengers. The location General Manager, Michael Jacobs, and the location Operations Manager are responsible for the safety of every passenger and employee. Dispatchers are also responsible for oversight of the daily operations and training. All safety risks identified are reported to the location General Manager and location Operations Manager. They work collaboratively with location personnel to correct any risks that can be addressed immediately.

Each location also establishes a Safety Solutions Team (SST) and uses the following methodologies to ensure a proactive approach to safety at each location.

- Continuous hazard management
- Accident and incident investigation
- Safety data collection and analysis
- Continuous internal safety audit
- Facility, equipment, systems, and vehicle inspections
- Routine proficiency checks for all vehicle operators
- Compliance evaluations including onsite inspections
- Regularly communicating safety and hazard data to all employees



Region management, which includes the Region Safety Manager and the Region Vice President investigate and review any safety incident that cannot be corrected at the location, or any incident that location management feels needs further review. From this level, any identified risks and mitigations are shared with other region operations as a proactive means to reduce risks. We learn from incidents and find ways to prevent them from reoccurring, sharing best practices across the nation.

The last review comes from the Vice President of Safety, David Perez, and the Vice President of Maintenance, Dave Larsen. These are corporate level positions that share the identified risks and mitigations throughout the organization as a proactive means to reduce risks. Additionally, the Senior Director of Safety and Vice President of Maintenance assist executive level management in using this information to impact operational and budget decisions.

## SAFETY PROMOTION

First Transit emphasizes the importance of safety in everything we do. We know that without the proper training and continued education surrounding safety that risky behaviors can't change. Every shift meeting starts with a daily safety message. **Monthly there are mandatory safety meetings at all our locations led by location management to discuss safety trends at the location, throughout the company and in the industry.**

The education and training processes at First Transit are highly regimented and professionally developed programs featuring learning opportunities in both knowledge and skills. Various delivery mechanisms such as classroom, multimedia presentations, closed course, observation and behind-the-wheel skills building are used to support the learning process. Learning is evaluated through written quizzes, driving tests and skills evaluations.



## CERTIFIED SAFETY & SECURITY OFFICER (CSSO) PROGRAM

First Transit's qualified location managers are certified through Community Transportation Association's Certified Safety and Security Officer Program. Upon successful completion of the program, our managers are Certified Safety & Security Officers (CSSO). The course covers the following eight areas in compliance with the FTA Transit Bus Safety & Security Program:

- Leadership & Administration
- Transit Operations
- Technology
- Personnel Management
- Training & Development
- Safety Initiatives
- Security Initiatives
- Emergency Preparedness

Carson City can rest assured that your service is operated and maintained by an experienced transit partner and held to the highest safety standards in the industry.

## SAFETY AND SECURITY

Our SMS is based upon federal safety regulations and describes the standards in place for driver hiring, training, vehicle safety, and record keeping. Our approach is divided into six areas of focus.



## EMPLOYEE SELECTION

Working for First Transit requires a sense of commitment and dedication to safety that is not found in other companies. We insist that our employees be committed to safety, reliability and customer service. To ensure this happens, we use predictive data and a thorough evaluation process when selecting new employees. We require a safe driving record, past employment verification, a criminal background check, motor vehicle record review, employment eligibility verification, and a drug screen.



## EMPLOYEE TRAINING

Our training programs are focused on safety and security. Below is a brief overview of the kinds of training we provide our employees.

Training	Description
<b>Professional Operator Development</b>	The new operator education and training process provides learning opportunities in two areas of focus – classroom (knowledge-based) and behind the wheel (skills-based). First Transit’s certified instructors teach all training. Classroom and behind-the-wheel (BTW) training for new drivers includes programs based on TSI and Smith System modules.
<b>Certified Instructor Program</b>	We combine our own instructor certification program with the Transportation Safety Institute’s (TSI) certification program to create a standard training initiative that is built on industry-leading quality and excellence. Our certified trainers provide competency-based job-related training.  All TSI-certified instructors are registered with the Department of Transportation (DOT), which provides unmatched training regulation and compliance. In addition, our instructors also are certified by the highly reputable Smith System Driver Improvement Institute.
<b>Ongoing In-Service Training</b>	We provide ongoing in-service training to help our drivers keep their skills up to date. Drivers take part in mandated annual safety meetings and periodic safety awareness campaigns that provide detailed instruction on defensive driving techniques and other safety-related issues.  Both regularly scheduled and random road observation checks evaluate our drivers’ compliance with policies and procedures and rate their overall proficiency. <b>In addition, every driver is required to undergo a ride-along evaluation once every 12 months with a certified trainer.</b>

Training	Description
<p><b>Collision &amp; Injury Retraining</b></p>	<p><b>Drivers involved in collisions are required to take part in our collision-retraining program.</b> Certified instructors lead the two-hour classroom and behind-the-wheel retraining course that focus on identifying root causes and contributing factors when collisions occur. Once causes or contributing factors are determined, we retrain drivers to correct issues such as improper backing or improper mirror use.</p>
<p><b>Safety Training</b></p>	<p><b>Every module in our driver training programs have an underlying theme of safety.</b> Training modules such as Vehicle Familiarity, Vehicle Maneuvering, Service Area Familiarization, Passenger Assistance Training, and Defensive Driving are specifically designed to provide drivers with the knowledge they need to operate revenue vehicles safely.</p>
<p><b>Safety Re-training</b></p>	<p><b>Mandatory monthly safety meetings</b> for the Carson City service will include topics of local importance and will reinforce the important position that safety occupies on the job.</p> <p>All drivers receive routine and continuous in-service training on the safe operation of revenue vehicles. <b>Additionally, drivers and dispatchers receive annual refresher training on safe operations.</b> Drivers receive annual evaluations by First Transit certified instructors.</p> <p>This process will also include identification of “high interest” drivers and behavior modification efforts to proactively improve safety habits.</p>
<p><b>Safety Discipline</b></p>	<p>We have strict operating regulations regarding safety and injury-prevention measures. We focus disciplinary action on the incident, not the severity of the outcome. <b>Any employee who demonstrates a disregard for safety is held accountable for his or her actions,</b> since unsafe performance can result in an escalation of risk. Repeated violations will result in termination.</p>

**SAFETY RE-TRAINING**

On-going employee evaluation, education, and training reinforce concepts and skills learned early in an employee’s career. Driver Re-training provides an opportunity to learn new skills as well as improve on old ones.

Our managers are always on the lookout for “teachable moments;” however, there are two mandatory and documented ways in which operators receive re-training annually: Monthly Safety Meetings and Annual Operator Evaluations.

## MONTHLY SAFETY MEETINGS

**First Transit requires each location across the company to have a mandatory monthly safety meeting for all employees.** Our corporate and region safety teams provide our locations with a safety topic, safety posters, and training materials to use in the meetings.

Safety Meeting attendance is a condition of employment and is mandatory for all Operators, Management, Operational staff and is documented with a sign-in sheet. We hold several safety meetings in our operations with multiple shifts to ensure all employees are a part of this important monthly event.

*First Transit invites Carson City staff to come to all of these meetings to provide training on Carson City's mission, goals, drug and alcohol testing requirements, as well as other areas of importance to Carson City.*

Below are examples of monthly training topics from the previous 12 months.



## ANNUAL OPERATOR EVALUATION AND RE-CERTIFICATION

Annually, operators receive a mandatory one-hour ride check/evaluation. One of our certified trainers will ride with the operator and evaluate their skills. Based on this evaluation, drivers are either approved, or required to go through four additional training hours: 2 classroom training hours and 2 one-on-one BTW training hours.

In addition to an annual ride along evaluation our paratransit operators go through additional evaluation and refresher training on mobility device securement. The safe transportation of our riders is our number one priority. First Transit has found that more than 40% of our passenger

injury stem from improper mobility device securement. We have implemented a mandatory Annual Wheelchair Securement assessment of all our operators. Location management will watch operators load and secure a manual mobility device, a motorized mobility device or a three wheeled scooter, and monitor their interaction with the passengers.

Operators who do not successfully complete this evaluation will be required to attend additional training to ensure safe boarding, exiting and securement practices prior to their next assigned trip.

## SAFETY TRAINING PARTNERS

We have partnered with many of the organizations that drive industry-wide instructional standards and programs to help develop our own safety training needs. We rely on their

experience, research, and continual program updates to help us stay on the leading edge of employee training.

### Columbus County Transportation



Commitment to safety is a way of life at Columbus County Transportation. The Columbus County team has driven **1.5 million miles accident free** and have been recognized for their safety record by the North Carolina Public Transportation Authority three years in a row.



### NATIONAL SAFETY COUNCIL



The National Safety Council's (NSC) mission is to save lives by preventing injuries and deaths at work, in homes and communities, and on the roads, through leadership, research, education and advocacy.

Working with NSC, we have adopted the following initiatives to help achieve our own injury prevention goals:

- NSC membership and training
  - Participation in the NSC Congress & Expo panels and technical sessions
  - Participation in NSC's Safe Communities America program
  - Involvement in symposiums and advisory roles
- Planned meeting on teen driving initiatives
  - Development of FirstGroup's 2008 Cell Phone Policy (total ban)

## SMITH SYSTEM DRIVER IMPROVEMENT INSTITUTE

Our preferred driver-training program incorporates the Smith System of Defensive Driving program. The focus of this class is hands-on, behind-the-wheel learning in actual driving environments. Smith System classroom training includes:

- Common factors that cause collisions
- Smith System's Five Keys to Space Cushion Driving
- The 5 Keys plan to avoid backing collisions
- Use of important traffic information to gain an advantage
- Isolate and insulate the vehicle in traffic
- Forecast the probable activities of other drivers
- Reduce fuel consumption
- Reduce vehicle maintenance costs

## TRANSPORTATION SAFETY INSTITUTE

We use the Transportation Safety Institute's (TSI) professional modules for our TSI instructor-training program, and for our training on customer service regarding passenger assistance and ADA issues. All TSI-certified instructors are registered with the DOT.

## NATIONAL TRANSIT INSTITUTE

Our passenger, facility, and vehicle security programs are based on industry-leading security standards, including:

- Public Transportation System Security and Emergency Preparedness Planning Guide (published by the US Department of Transportation)
- Transit Security Handbook
- Transit Security Procedures Guide
- National Transit Institute (NTI)'s pocket handouts
- Employee Guide to Workplace Violence – Prevention, Response, and Recovery
- Employee Guide to System Security – Observe and Report

NTI's Multimodal Transportation Planning courses support the following standards:

- **Transportation Equity Act for the 21st Century**
- **Intermodal Surface Transportation Efficiency Act of 1991**
- **Clean Air Act Amendments of 1990**
- **Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)**

## SUBSTANCE ABUSE TESTING AND EDUCATION

First Transit, the Federal Transit Administration (FTA), and the US Congress have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of the nation. Furthermore, the FTA has specifically stated that the use of alcohol and illegal drugs

significantly affects the performance of individuals involved in the mass transportation industry. Because of the risks to employees, passengers, and the community at large, it is our policy – and that of the FTA – that safety-sensitive employees be free from the influence of drugs and alcohol.

## ACCIDENT AND SAFETY DATA ACQUISITION

Our regard for the safety of our passengers and staff is paramount. Any injury, collision, or incident involving a First Transit driver will be investigated to find cause and responsibility. Investigations are performed in any situation when a vehicle is damaged, a vehicle leaves the traveled roadway, or a passenger or driver is injured.

If a driver is involved in a preventable injury or collision, he or she is placed on administrative leave pending the outcome of the investigation. Unbiased management personnel conduct all investigations. At the end of the investigation, action is taken, which may include a written warning, retraining, a suspension, or termination. If a settlement is necessary, we coordinate the efforts of insurance companies and our management to ensure that we reach a prompt, fair agreement that protects the interest of First Transit and our clients.

## SECURITY AWARENESS

We are keenly aware of security threats that exist in our current culture. Our management and staff are trained to closely scrutinize the security of our buildings, facilities, and vehicles always, promptly reporting of any inconsistencies or identifiable threats.

Protecting our facilities takes more than fences, security cameras, and proper lighting. Our approach to protecting our facilities includes an overall sense of awareness on the part of our employees. Our staff always handles securing all facilities and maintaining a heightened sense of awareness.

All visitors, vendors, and suppliers who enter our facilities should be scrutinized. Although we want to maintain a reasonable level of trust in those who do business with us, our employees recognize that any person who enters a facility on a temporary basis has the potential to be a security risk.

## SECURITY PROGRAM

At First Transit, we are committed to protecting the assets entrusted to us by our clients. We remain at the forefront of security by implementing customized technology and security plans for each of our clients. We have learned that the “one size fits all” approach to security does not apply, that is why we will work with Carson City to ensure your system’s security. **From fleets to facilities to fares, we have the processes, procedures, and technologies to provide the utmost security, 24 hours a day, seven days a week.**

Our Security Department develops, implements, administers, and reinforces a comprehensive program to prevent, control, reduce and eliminate hazards or conditions and unsafe acts which may affect location security. Our core security principles include:

- Create security **Accountability** at all levels of the organization
- **Partner** with key functions of First Transit to integrate security solutions
- Develop **Effective** security standards, policies, and procedures
- Transfer **Knowledge** through training and awareness
- **Control** access to people, products, property, and information
- Report and **Respond** to security incidents
- **Validate** security programs through vulnerability assessments



**Our Senior Director of Security, Jason Blumenauer, and First Transit’s Security Manager, Brian Guetig, and their team of dedicated security professionals will work diligently with Carson City and region and location management to ensure proper resources are delivered to keep the Carson City location safe and secure.**

First Transit’s security program is designed to effectively mitigate risk and raise security awareness at our locations through prevention, protection, and response.

## SECURITY PREVENTION

At First Transit, prevention always comes first. It is important for our drivers and Carson City location management to understand where they need to have systems in place to guard against threats towards people and the business. It is imperative that all staff understand and follow security protocols, including Carson City rules and regulations, acting in ways to minimize unauthorized access or opportunities for tampering and misuse. We take the security of our staff, our riders, and Carson City’s assets very seriously, and we make it understood through our on-going security training.



## SECURITY TRAINING

Our security programs are based on published guidelines from the USDOT and the National Transit Institute. Every staff member is trained on general principles for safety and security and our formal security operating procedures. First Transit will devote the necessary resources to train its people to perform their job safely, to eliminate security hazards, and to follow all applicable laws and regulations.

Many times, during our **mandatory monthly safety meetings at all locations we include elements of location security**. It can be something as simple as the Operations Manager going over a quick reference guide for a specific situation. First Transit's security department also created online training courses found in **First America University, our online catalogue of required training courses**. Locations with the ability to play video on screens in driver breakrooms or communal areas receive a monthly security video for staff.



***“If you see something, say something”***

We believe that all security risks are controllable, and all First Transit employees are accountable for the safety and security of themselves, their co-workers, and Carson City's assets.

*Following a security incident, First Transit security professionals will be onsite to perform in person investigations and training for all Carson City staff.*

## SECURITY PROTECTION

Even with industry-leading prevention safeguards, locations must have systems to facilitate early detection. These systems can include active video monitoring of locations and technology to safeguard Carson City and First Transit location data. **Having properly trained staff who are aware of and on alert for behaviors and other signs of potentially threatening activity is still the best line of defense against security issues.**

Each location's security needs are specific to that area, and when developing security protection for Carson City First Transit takes many factors into consideration, including:

<b>Crime in Vicinity</b>	This is a deep look at the crime rate in the facility area, including crimes against people and property.
<b>Facility Content</b>	If the facility contains items of potentially high street value, it becomes more attractive for criminals. Ex: vehicles, parts, laptops, tablets, proprietary data, cash, etc.
<b>Facility Design</b>	If the facility is hidden from view of the street, has poor lighting, or other factors that would aid in the concealment of criminal activity, it will become a target.
<b>Regulatory Requirements</b>	Each facility must comply with the requirements established by federal, state, and local regulatory agencies with jurisdiction over the operations.

First Transit's proposed security measures for Carson City include the use of technology tools to help ensure the protection of our employees, our mutual passengers, and your assets. The use of DriveCam's camera system will benefit drivers on the roads. If an emergency situation arises on a Carson City **bus our location management can live stream in and see the situation developing in real time and assist the driver with advice and instruction**. The recording system will aid in the investigation and prevention of similar occurrences. The on-board AVL with GPS tracking will allow dispatcher and location management to track the location of the bus to notify law enforcement during an emergency. It can also be used as asset recovery in case of theft.

*First Transit has more than 60 years of experience and with 335 locations across the globe we have the resources and the expertise to protect Carson City's assets and provide peace of mind.*

## SECURITY RESPONSE

Preventing and protecting against security risks is the best way to stop incidents from occurring, but occasionally they do happen. As criminals find new ways to threaten our safety and security the First Transit Security Department is developing new tactics to combat them. Appropriate response to an incident includes assessment of threat, and the potential for similar threats. **First**

**Transit will promptly report incidents and threats to Carson City and local law enforcement agencies if necessary.**

## CRISIS COMMUNICATION

The communication of a security event is critical to the success of mitigating that threat. The General Manager, Michael Jacobs, is notified immediately regarding the incident and they make the decision then to notify local law enforcement if it's a true emergency situation. They then notify their RVP and/or the Regional Safety Manager **within 30-60 minutes, depending on the nature of the event**. The General Manager also notifies Carson City of the incident and any on-going procedures. **Within 24 hours** following the event, the Security Department, along with Senior Vice Presidents of Operations and Safety **review the event information collected from the location, develop an action plan, and identify follow-up steps**. If deemed necessary, the Security Department will be on-site to work with Carson City and location management to investigate further and provide additional support as needed.



First Transit has wealth of guidelines and reference guides for location management, available online in our company intranet Security Toolbox as well as in the Security Manual.