Purchase Order

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
WMATA-0000074358	06/19/2013		1
Payment Terms	**Freight Terms**		**Ship Via**
NET30	Destination		Common
Buyer	**Email**		**Currency**
[redacted]	[redacted]@wmata.com		USD
Phone	**Fax:**		
[redacted]	[redacted]		
Deptid: 31210	**Project_ID:**		

WMATA
600 5TH ST, N.W.
WASHINGTON DC 20001
United States

Vendor: 0000000731
First Transit, Inc.
705 Central Avenue
Suite 300
Cincinnati OH 45202

Ship To: 975
WASHINGTON METROPOLITIAN AREA TRANSIT AUTHORIT
Department of Access Services
Servic6506 Belcrest Rd., Suite 501
Hyattsville MD 20782

Bill To: Attn: Accounts Payable
600 5TH ST, N.W.
WASHINGTON DC 20001

Tax Exempt? Y **Tax Exempt ID:** 52-0847040 **Replenishment Option:** Standard

Line-Schd	Item/Description	QTY	UOM	PO Price	Extended Amt	Due Date
1-1	FY2013 First Transit Service Delivery (SD) Services Attn: Omari June VendorP/N: MFG Name: MFG P/N: Contract ID: CQ12169D	1.00	LS	1,533,818.00	$ 1,533,818.00	06/19/2013
	Schedule Total				$ 1,533,818.00	
	Contract Line 1	Category Line: 0		Release 1		
	Item Total				$ 1,533,818.00	
2-1	FY2014 First Transit Service Delivery (SD) Services Attn: Omari June VendorP/N: MFG Name: MFG P/N: Contract ID: CQ12169D	1.00	LS	22,070,048.00	$ 22,070,048.00	06/19/2013
	Schedule Total				$ 22,070,048.00	
	Contract Line 2	Category Line: 0		Release 2		
	Item Total				$ 22,070,048.00	
	Total PO Amount				$ 23,603,866.00	

Authorized Signature
[redacted]

Purchase Order

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
WMATA-0000074358	06/19/2013		2
Payment Terms	**Freight Terms**		**Ship Via**
NET30	Destination		Common
Buyer	**Email**		**Currency**
[redacted]	[redacted]@wmata.com		USD
Phone	**Fax:**		
[redacted]	[redacted]		
Deptid: 31210	**Project_ID:**		

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Hyattsville MD 20782

Bill To: Attn: Accounts Payable
600 5TH ST, N.W.
WASHINGTON DC 20001

STANDARD PURCHASE ORDER TERMS & CONDITIONS

Purchase Order Terms and Conditions Incorporated by Reference (25-201 APR 08)

This solicitation for quotations or offers, and the resulting purchase order, incorporate solicitation provisions and purchase order terms and conditions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. However, the full text of the Purchase Order Terms and Conditions may be accessed electronically at this address:

http://www.wmata.com/pdfs/business/po_terms.pdf

Clause Titles

1. Definitions (MAR 08)
2. Preparation and Submission of Quotes (MAR 08)
3. Award (MAR 08)
4. Terms of Payment (MAR 08)
5. Methods of Payment (MAR 08)
6. Invoicing (MAR 08)
7. Indemnification (MAR 08)
8. Prohibited Conditions (MAR 08)
9. Price, Shipment, and Delivery (MAR 08)
10. Termination (MAR 08)
11. Applicable Federal Laws (MAR 08)
12. Federal Provisions (applicable when the solicitation and purchase order document identify the use of federal funds):
    (a) Audit and Inspection of Records (APR 08)
    (b) Cargo Preference (MAY 08)
    (c) Civil Rights (MAY 08)
    (d) Debarment & Suspension Certification (APR 08)
    (e) Federal Changes (MAY 08)
    (f) Fly America (MAY 08)
    (g) Incorporation of Federal Transit Administration (FTA) Terms (MAY 08)
    (h) No Government Obligation to third Parties (MAY 08)
    (i) Program Fraud and False or Fraudulent Statements of Related Acts (MAY 08)
    (j) Recycled Products/Recovered Materials (APR 08)

Authorized Signature
[redacted]

Purchase Order

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
WMATA-0000074358	06/19/2013		3
Payment Terms	**Freight Terms**		**Ship Via**
NET30	Destination		Common
Buyer [redacted]	**Email** [redacted]@wmata.com		**Currency** USD
Phone [redacted]	**Fax:** [redacted]		
Deptid: 31210	**Project_ID:**		

WMATA
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600 5TH ST, N.W.
WASHINGTON DC 20001

SHIPPING AND PACKAGING

(a)Packaging of Goods:
No charges are allowed for boxing and packing, unless otherwise agreed. The vendor shall secure the lowest appropriate transportation costs, unless otherwise authorized. The vendor shall package goods in accordance with ASTM commercial standards;
(1) Provide for multiple handling and shipment by any mode (i.e. pallet jack, forklift), and storage periods of a minimum of one year in enclosed facilities without damage to the product;
(2) Provide for package quantities suitable for redistribution without additional repackaging or marking;
(3) Nothing shall come in packaged increments greater than 100 each/pieces/kits or more than 50 pounds; unless otherwise authorized.
(4) Standard packaging increments are 10, 25, 50 and 100 each/pieces/kits.

(b)Vendors / Secondary Vendors / Drop Shippers:
Each shipping container/pallet and shipping/packing list shall be clearly and permanently marked with the following:
(1) Vendor's name, address and part number;
(2) Authority's full name and the address of the place of delivery;
(3) Authority's Purchase Order Number;
(4) Authority's Stock Number;
(5) Quantity;
(6) Name of Contracting Officer or her/his designation representative;
(7) Container number and total number of containers, for example "Box 1 of 4 boxes".
(8) Each container/pallet must bear the individual shipping/packing slip "only" associated with that container/pallet. All shipments must be accompanied by a shipping/packing list.

Authorized Signature [redacted]

Line Details

Business Unit:	WMATA	**Req ID:**	0000022460
Requester:	[redacted]		
Requisition Date:	06/12/2013	**Merchandise Amount:**	23,603,866.00 USD
Req Status:	Approved	**Pre-Encumbrance Balance:**	23603866.00 USD

Requisition Details

Details | More | Contract

Customize | Find | View All | First 1-2 of 2 Last

Line	Status	Item ID	Description	Vendor ID	Name	Req Qty	UOM	Merchandise Amt	Amount Only
1	Approved		FY2013 First Transit Service D	0000000731	First Transit, Inc.	1.0000	Lump Sum	1,533,818.00 USD	
2	Approved		FY2014 First Transit Service D	0000000731	First Transit, Inc.	1.0000	Lump Sum	22,070,048.00 USD	

Return

First Transit
CQ12169D

PO. 74358
enfored

Item Description

Item ID:

Transaction Item Description

FY2014 First Transit Service Delivery (SD) Services

Preferred Language Item Descr

OK Cancel

METROACCESS PARATRANSIT SERVICE FOR MARYLAND, VIRGINIA AND THE DISTRICT OF COLUMBIA

RFP NO. CQ12169/KAM

EVALUATION CRITERIA FOR TAXI CONTRACTORS TO SERVE AS METROACCESS SERVICE PROVIDERS

Statement of Qualifications

Presented by Red Top Cab

August 24, 2012

RED TOP®

Red Top Cab Company of Arlington

August 15, 2012

[redacted]
Director of Business Development
First Transit, Inc.
8101 Hampton Meadows Lane
Chesterfield, Virginia 23832

RE: MetroAccess Request for Proposals RFP No. CQ12169/KAM

Dear [redacted]

On behalf of Red Top Cab, I am pleased to submit the attached Statement of Qualifications in response to the Washington Metropolitan Area Transit Authority (WMATA) solicitation No. CQ12169/KAM for the MetroAccess Program Paratransit Services for Maryland, Virginia, and Washington D.C.

We are confident that our response to the Evaluation Criteria for Taxi Contractors will demonstrate that Red Top Cab will meet or exceed the requirements stated in the RFP. Red Top Cab has been providing safe, dependable and high quality service to the citizens of Northern Virginia for forty eight years.

Should First Transit, Inc., be awarded a contract by WMATA to provide MetroAccess service, we look forward to working with your organization as a taxicab subcontractor through our operating companies which include Red Top Cab of Arlington, Arlington Yellow Cab, Falls Church Yellow Cab, Fairfax Yellow Cab, and Red Top Cab of Fairfax.

Sincerely,

[redacted]
Red Top Cab Company

Taxi Service: [redacted]

Evaluation Criteria for Taxi Contractors

About Red Top Cab

Red Top Cab of Arlington, Virginia has been delivering safe, reliable transportation to the citizens of Arlington County for over forty-eight years. Founded in 1964 by [redacted] a second-generation taxicab and paratransit operator who remains actively at the company's helm, Red Top Cab is nationally recognized as an innovative leader in the taxicab industry.

Since the company's inception, Red Top Cab has been deeply invested in the community, providing specialized transportation to people with disabilities and to senior citizens, and since 1985, transportation services to Arlington County's Senior Centers.

In 1992, Both the Northern Virginia Chapter of the Old Dominion Council of the Blind and Visually Impaired, and the American Council of the Blind commended and recognized Red Top Cab as "*...possibly one of the finest cab services in the nation for a tradition of outstanding service to the Arlington community and especially to people with disabilities.*"[1]

Recognizing a need for greater levels of service to Arlington's disability community, Red Top Cab was a pioneer in the inclusion of a local taxicab company into the county's specialized transportation programs, and was the first taxicab company in Northern Virginia to acquire and utilize wheelchair accessible taxicabs. Beginning with "*Arlington Access*", which preceded the establishment of the Arlington STAR and MetroAccess programs, Red Top Cab has been providing continuous complementary paratransit transportation services since May 1994.

Since that time, Red Top Cab has become the region's largest taxicab provider of specialized transportation, delivering transportation services through the Virginia Medicaid program, Arlington STAR and the Arlington County Senior Centers, as well as providing complementary ADA paratransit services under the MetroAccess program administered by the Washington Metropolitan Area Transit Authority (WMATA).

Red Top Cab has been the recipient of an ABBIE Award (Arlington's Best Businesses) and has been named one of the five best businesses in the county by the Arlington County Board and the Arlington Chamber of Commerce.

In 2005, Red Top Cab was recognized in a joint resolution of the Virginia legislature for exemplary service to the community, and in November 2011, was the recipient of a Culpepper Gardens Elder Service Award.

Red Top Cab taxi operators have also been widely acknowledged for their services to the community. In 1997, the Northern Virginia Transportation Commission (NVTC) recognized [redacted] one of Red Top's first wheelchair accessible taxicab operators, as the Arlington recipient of the Commission's *Driver of the Year* award. The International Taxicab and Livery Association (ITLA) honored [redacted] another Red Top Cab wheelchair accessible taxicab operator, recognizing him as the 1998 *Paratransit Driver of the Year*. Red Top Cab taxi operator [redacted] was named by the Arlington County Hospitality Industry, as its 2001 *SuperStar* in Transportation. [redacted] nomination was endorsed in writing by the participants at an Arlington County Senior Center.

[1] Quoted as appearing on the award honoring Red Top Cab

Evaluation Criteria for Taxi Contractors

The management team at Red Top Cab has over 150 years of combined operations experience, and is considered by many to be among the finest in the industry. Red Top Cab has a deep awareness of the daily challenges that face people with disabilities. The Red Top Cab Communications Center is fully accessible to people with disabilities, and taxi operators who provide paratransit services receive comprehensive sensitivity training as well as specialized training in safety and wheelchair securement. In 2007, Red Top Cab raised the bar on safety even higher by becoming one of the first taxicab companies in the country to implement a 100% drug and alcohol testing program for all taxi operators delivering paratransit service.

In addition to leading the way in safety and customer service, Red Top Cab has always been an industry innovator, being one of the earliest taxicab companies to operate 100% of its fleets with automated dispatching. Every taxicab in the Arlington Red Top fleet (and its affiliated Fairfax Yellow Cab fleet) has voice and data communications capability, as well as GPS-driven mobile data computers (MDCs). Red Top Cab has historically leveraged technology for the benefit of its customers as evidenced by the company's advanced Communications Center.

The Red Top Communications Center operates continuously, 24 hours per day, 365 days per year, and provides approximately 130 jobs to area residents. On any given day, reservations agents answer 12,000 to 14,000 incoming customer calls (which are monitored for quality assurance), and Red Top Cab's highly experienced communications staff dispatches 8,000 to 10,000 taxi trips. Within the Communications Center, there is a "Special Accounts Department" that is staffed with 10 agents who are dedicated to Red Top's paratransit and specialized transportation operations. All systems in the Red Top Cab Communications Center are fully redundant with full power back up capability to ensure continuous service under all conditions.

A summary of current Red Top Cab paratransit contract operations appears in Exhibit "A" of this statement of qualifications.

I. OPERATIONAL CAPABILITIES

A. Operating methodology and use of technology

i. Reservations

Red Top Cab's state-of-the art communications center operates 24 hours per day, 365 days per year, and provides approximately 130 jobs to area residents. All systems are fully redundant with full power back up capability. The communications center utilizes the Rockwell Spectrum 100 advanced telephone system. All calls on critical lines (customer facing) are recorded for quality assurance by an advanced Dictaphone recording and monitoring system. This system not only records and archives phone calls; its advanced technology permits Red Top Cab supervisors to monitor calls in real time for quality assurance and training.

Eighty (80) taxi reservations agents receive and handle approximately 12,000 to 14,000 incoming telephone calls per day, resulting in approximately 8,000 to 10,000 dispatched taxi trips. Six (6) additional reservations agents serve customer reservations requests for Red Top Executive Sedan service.

ii. Dispatch and Scheduling

As stated above, the Red Top communication center dispatches approximately 8,000 to 10,000 taxi trips per day. Red Top Cab uses the Motorola Automated Digital Dispatch System (MADDS) which is a fully automated taxicab dispatch system for managing taxicab reservations and dispatching in digital format to the taxicab's Mobile Data Computer (MDC). This robust system has been the mainstay of Red Top's dispatching for over twenty (20) years. Additionally, under the current MetroAccess contract, Red Top maintains a Trapeze work station in the communications center to enable dispatchers to track and verify no-shows in an effort to reduce these occurrences. Red Top has the capability to establish a video link to the MetroAccess OCC for immediate, real-time response and proposes to collaborate with the selected OCC Contractor to implement this effective tool at the start of the transition period.

Red Top Cab Communications Center

In an effort to reduce the possibility of delays and data entry error, and to increase the efficiency by which requests for MetroAccess service are entered into Red Top's dispatching system, Representatives from Red Top recently collaborated with staff members from WMATA's IT department and the Office of MetroAccess Service to develop a direct interface between WMATA's Trapeze server and Red Top's dispatch system. Red Top stands ready to work with the selected MetroAccess OCC Contractor to implement this interface during the new contract's transition period.

Vehicle tracking and way-finding

Red Top Cab has always been an industry innovator, being one of the earliest taxicab companies to operate 100% of its fleets with automated dispatching. Every taxicab in the Arlington Red Top fleet (and its affiliated Fairfax Yellow Cab fleet) has voice and data communications capability, as well as a GPS-driven mobile data computer (MDC).

iii. In-Vehicle Systems

As stated above, all Arlington Red Top Cabs (and their affiliated Fairfax Yellow Cab and Red Top Cab of Fairfax fleets) are digitally dispatched, with each taxicab equipped with full data and voice communication capabilities. Taxicab equipment includes a taximeter with a receipt printer; a rear-seat, self-service credit card terminal; a two-way radio; and a GPS-driven Mobile Data Computer (MDC) with vehicle location tracking.

iv. Data Verification and Reporting

Red Top Cab's dispatch system is completely event-driven. That means all significant events such as "meter-on", "meter-off", GPS location coordinates, etc., are time and date stamped and recorded on a "transactional" basis into an event log which may be accessed by referencing trip data or taxicab number. "Transactional" means that every function performed by the taxicab operator through his/her MDC is recorded with time and date stamps and GPS coordinates. Every exception and subsequent actions by the dispatchers are time and date stamped and recorded. All trip related actions by customer service agents and supervisors are recorded with time and date stamps. These elements of our system ensure that trip data and records are fully optimized and easily retrieved for later use when needed.

The Red Top Cab dispatch system provides numerous reports for management analysis, including detailed dispatch and performance statistics by time of day, etc. Additionally, using off-the-shelf report query / writing software such as *Crystal Reports* for example, there is virtually no limit to the number or types of reports that can be easily created and immediately put into use. Because of the flexibility for ad hoc reporting, all reports described here are merely samples of those which may be used most frequently.

Reporting is comprehensive for all functional areas managed by the system including:

- Trip Archives;
- Credit Cards / Account / Cashiering Records / Activity;
- Service Response Time (overall, by area / zone, by driver / cab);
- Customer Service Agent Performance / Activity;
- Drivers / Driver Expirations / Activity;
- Vehicles / Vehicle Expirations / Utilization Activity;
- Zone Activity

In addition to reports, the reservations and dispatch system also provides the capability of accessing "live" activity for quality control. The communications center's advanced telephone switch allows supervisors to monitor, coach and join Customer Service Agents in real time. Integrated incident monitoring and reporting software captures and flags errors so that

supervisors can review with the Customer Service Agents on a weekly basis. Data analysis generates client specific reports on a daily and weekly basis to track trends and provide tools to driver managers to help improve taxicab operator performance.

v. Staffing Plan

Red Top Cab is committed to delivering the highest quality service to its MetroAccess customers and is pleased to propose the following members of its project team:

Taxicab operators-

Approximately 300 taxicab operators from Red Top Cab and its affiliates have been trained and certified to deliver service under the MetroAccess program. Information regarding the selection and training of taxicab operators appears in section I.B below. The Red Top Cab Operations Leadership Team will manage and direct all aspects of taxicab service delivery.

[redacted] - *General Manager, Fairfax Yellow Cab*

[redacted] is a 32 year veteran of the Red Top organization. In his current role as the General Manager of the Fairfax Yellow Cab Company and the Red Top Cab Company of Fairfax, [redacted] oversees the day-to-day operations of 400 taxicabs and operators. He has been instrumental in the development and management of Red Top's specialized transportation services, directing the paratransit division, which serves customers of the MetroAccess program and the Virginia Medicaid transportation program. [redacted] oversees the selection of Red Top's paratransit certified taxicab operators ensuring that each is properly screened, trained and qualified. He has been the primary point of contact with the current MetroAccess Contractor, MV Transportation. In addition, [redacted] ensures compliance with MetroAccess door-to-door training requirements, and the FTA mandated drug and alcohol testing program.

[redacted] - *General Manager, Arlington Red Top Cab*

[redacted] brings 21 years of ground transportation operations experience. [redacted] is the General Manager of the Red Top Cab Company of Arlington Virginia, the largest cab company in Northern Virginia. [redacted] directs all day-to-day taxicab operations at Red Top and coordinates with [redacted] to deliver MetroAccess taxicab service in Arlington County. He oversees driver selection and ensures compliance with MetroAccess door-to-door service requirements. Prior to joining the Red Top family of companies in 2006, [redacted] was the General Manager of Dav-El Limousine's Washington, DC franchise, one of the largest premium ground transportation service providers in the region. [redacted] also has extensive fleet management and logistical support experience as a manager with United Parcel Service.

[redacted] - *Director, Red Top Communications Center*

[redacted] has 40 years of experience in logistics, transportation, and communications. He began his career with the United States Air Force, and over the next 22 years, achieved the highest rank possible for enlisted personnel, Command Chief Master Sergeant. Prior to joining Red Top Cab in 1997, [redacted] served as the county transportation supervisor for the Spotsylvania County Virginia School System where he directed the logistics, routing, and maintenance program for the school system's entire fleet school buses.

Evaluation Criteria for Taxi Contractors

[redacted] currently directs all operations associated with the Red Top Cab Communications Center including all incoming and outgoing data and voice communications. [redacted] provides hands-on leadership and support of the dispatching infrastructure, reservation and customer service agents, dispatchers, shift supervisors, and the special accounts department. Currently, the Communications Center receives 12-14 thousand incoming calls per day and dispatches 8-10 thousand taxicab trips.

Communications center staffing -

In addition to [redacted] who will direct all Communication Center activity, the following staffing resources will be available based on service level demand, to support MetroAccess service operations on a 24/7 basis:

- Senior Manager;
- 5 Shift Supervisors;
- Special Accounts Department - Staffed with 10 Customer Service Agents who are dedicated to paratransit operations;
- Dispatch Operations - Employs 25 full and part-time dispatch personnel for taxi dispatchers, wheelchair vehicle dispatchers and paratransit dispatchers;
- Reservation Agents - Employs 80 full and part-time reservation agents to receive and enter taxi reservations

Fleet maintenance staffing -

Red Top Cab and its participating affiliates will provide maintenance support to taxicabs that provide MetroAccess service at two maintenance facilities located in Arlington, Virginia and Falls Church, Virginia. Detailed information about Red Top's maintenance program appears below in section I.C. The following staffing resources will be available based on service level demand, to support MetroAccess service operations:

- Service Director (all service operations)
- Service Manager: 1 at each location
- Technicians: 9 in Arlington and 11 in Fairfax
- Auto Detailer: 1 at each location
- Fueling Station Attendant: 1

Corporate support -

In addition to the operations resources listed above, Red Top Cab provides administrative support for the MetroAccess program including but not limited to accounting, safety and training, drug and alcohol testing compliance, insurance compliance and taxicab operator regulatory compliance. The Red Top Cab Leadership Team ensures that all critical functions necessary to support MetroAccess operations are monitored and supported to ensure the delivery of safe and high quality customer service.

[redacted] *- President and CEO, Transportation, Inc. - D/A Red Top Cab*

[redacted] brings more than 48 years of experience as an entrepreneur in the transportation industry and serves as President and CEO of Red Top Cab. He is a second-generation ground

transportation provider, his parents having partly owned Arlington Yellow Cab Company. [redacted] began his career there, and today provides executive leadership and directs corporate planning and development for the Red Top family of companies, which he built from its beginnings as a 3-taxicab company to become the largest taxicab and paratransit organization in the region.

[redacted] is Past President, Director, and a member of the Executive Committee of the Taxicab, Livery and Paratransit Association (TLPA), and the recipient of both the TLPA Taxicab Operator of the Year award and the TLPA Premium Services Operator of the Year. He was the first two-time TLPA Operator of the Year winner. He is the past President of the Taxicab, Livery and Paratransit Foundation, a non-profit charitable organization, which primarily focuses on meeting the research, and education needs of for-hire passenger transportation operators. [redacted] is also past President and current Director of the Virginia Taxicab Association. He served on the Virginia Governor's Council on Transportation and has taken part in numerous panels and symposiums in all facets of the ground transportation industry.

[redacted] contributes his time to many community organizations. He served on the Board of the Arlington Chamber of Commerce, the Arlington Chapter of the American Heart Association, the Clarendon Alliance (a community development and advisory group) and the Arlington Hospital Advisory Board. He is also a member of the Finance Committee for the Virginia Hospital Center.

[redacted] *Chief Operating Officer*

[redacted] brings 35 years of effective executive management experience to the Red Top Cab organization with a proven track record in team leadership, strategic planning and fiscal guidance. Prior to joining the Red Top organization, [redacted] was a successful entrepreneur who established a high volume automotive retail repair business and successfully grew the company from one location to five retail outlets in a timespan of three years. [redacted] also brings corporate management experience having served as CEO of Admine.com, an internet advertising company which partnered with industry icons such as Gannett, Adobe, Hurst and Getty Images. Prior to becoming involved with Admine.com, [redacted] held positions with major corporations, serving as National Director of Business Development for consulting giant Deloitte, Vice President of Sales and Marketing at the Hill-Rom Company, and Marketing and Brand Manager at Kraft Foods.

[redacted] *Vice President*

[redacted] has been an integral member of the Red Top senior leadership team, overseeing all aspects of the company's information technology and communications infrastructure since 2001. [redacted] has managed the successful transition and implementation of several large, complex IT and communications systems. These include the complete replacement of a legacy 800 MHz data dispatch system and transition to a new IP-based system for 5 taxicab fleets consisting of some 925 vehicles, the design, installation and successful migration of a 130 vehicle premium sedan service from a legacy data dispatch system to a modernized robust system operating on a public data and voice network. Prior to joining the Red Top organization, [redacted] served as the Managing Director at Stone Street Services, Inc., with offices located in

Bethesda Maryland and Fort Lauderdale, Florida. [redacted] is an attorney and holds a Juris Doctor from the Washington College of Law of The American University, Washington, DC and a Bachelor of Science in Accounting from the Stern School of Business, New York University, New York, New York.

[redacted] *Paratransit Manager*

As Paratransit Manager, [redacted] s responsible for ensuring compliance with the Americans with Disabilities Act (ADA). She designed, authored and implemented an operator training program that focuses on ADA transportation requirements. [redacted] is a recognized national expert on the problems of aging and disabilities, and a published author on the subject. She has been a featured speaker at several national and state conferences on aging and disabilities.

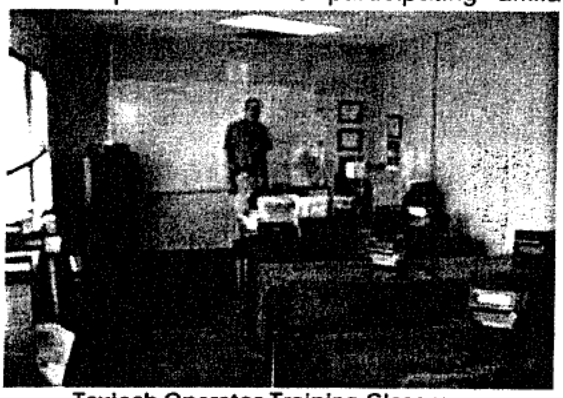
[redacted] *- Director of Sales and Marketing*

[redacted] brings over 25 years of experience in the transportation industry and has been a member of the Red Top Cab management team since 1991. He has been actively involved in supporting the MetroAccess program and has been instrumental in promoting community awareness of Red Top Cab's specialized transportation services.

B. Training and Certification

i. MetroAccess Door-to-Door Service

Red Top Cab and its participating affiliates have been providing door-to-door service to MetroAccess customers since the provision was introduced on June 30, 2008. Red Top Cab utilizes the WMATA-approved door-to-door training program for all its taxicab operators who provide service to MetroAccess customers. A copy of the door-to-door training materials appears as Exhibit "B" of this Statement of Qualifications.



Taxicab Operator Training Classroom

ii. Operator/Taxicab Driver Training

All Red Top taxicab operators undergo one of the most comprehensive training programs in the taxi industry. Taxicab operators who qualify for MetroAccess service also participate in supplemental training including door-to-door service; wheelchair securement; inappropriate conduct/sexual harassment training; and sensitivity training. Annual refresher courses are mandatory for all taxicab operators who wish to maintain their certification to provide MetroAccess service. A copy of the Red Top Cab new driver training syllabus appears as Exhibit "C".

New Taxicab Operators - Arlington Red Top Cab Fleet:

To ensure that there is always an adequate number of qualified taxicab operators to meet service demands; Red Top Cab maintains a recruiting goal of fifty (50) new operator candidates

each month. Every new candidate for affiliation with Red Top Cab undergoes the following seven-step process:

1) Candidates pass map reading test and English proficiency test;
2) Candidates receive training class for the Arlington County Hack License exam;
3) Candidates pass the Arlington County Hack License exam and then attends a one-day classroom taxicab operator training school;
4) Upon successful completion of the taxicab operator training school, candidates spend two days on the road with a certified driver trainer;
5) Upon successful completion of "on-the-road" training, new taxicab operators provide taxicab service under the Arlington Yellow Cab fleet;
6) Before an operator can qualify for the Red Top fleet, his/her performance is reviewed and approved by the Training Manager, Taxicab Operator Manager and the Fleet Manager.
7) Taxicab operator drives in the Red Top fleet until the Training Manager approves the individual for MetroAccess Door-to-Door training. Taxicab operators must pass all mandated MetroAccess training before being permitted to deliver service to a MetroAccess customer.

New Taxicab Operators - Fairfax Yellow Cab Fleet:

The process at Fairfax Yellow Cab mirrors that of its Arlington affiliate with the exception that both the Fairfax Yellow Cab and Red Top Cab of Fairfax fleets deliver MetroAccess service.

a. Door-to-Door training

The certification process for door-to-door service is identical for both the Arlington and Fairfax fleets. All qualified candidates for door-to-door service undergo specialized training using the WMATA-approved curriculum for door-to-door training. Door-to-door certification classes are held once per month, with annual refreshers for all qualified taxicab operators. Red Top Cab ensures that only MetroAccess certified taxicab operators are able to deliver service under the program by placing a special "attribute" in the dispatch system for each certified operator. Taxicab operator performance is closely monitored and attributes are removed when deficiencies in service requirements arise. Every candidate completes the following sequence in order to achieve door-to-door certification:

i. Candidates for door-to-door certification must have driven for a minimum of ninety (90) days and must be approved by the Training Manager;
ii. Candidate attends WMATA-approved door-to-door classroom training;
iii. Upon successful completion of door-to-door training, the Risk Management department reviews the taxi operator's file to ensure that the operator's drug testing results are current, and determines a date that the operator may begin providing MetroAccess service;

iv. The door-to-door attribute is added to the dispatch system and the taxicab operator is now eligible to provide MetroAccess service;

v. The taxicab operator must provide door-to-door service to all MetroAccess customers. The door-to-door attribute will be removed from the dispatch system, and the operator will no longer be eligible to provide MetroAccess service if he/she fails to provide door-to-door service to any MetroAccess customer or if the operator receives a complaint.

vi. All taxicab operators who are certified for MetroAccess service must participate in random drug and alcohol testing;

vii. Red Top Cab ensures that only the operators who wish to voluntarily provide MetroAccess service continue in the program. This is done through careful performance monitoring, and the ability of each taxicab operator, as an independent contractor, to elect to remove the MetroAccess dispatch attribute at any time.

b. Inappropriate conduct/sexual harassment training

Red Top Cab and its affiliates utilize the WMATA-approved training course for the prevention of inappropriate behavior and sexual harassment. All taxicab operator candidates who wish to become certified for MetroAccess service must successfully complete this training before certification is awarded and the MetroAccess attribute is added to the taxicab operator's dispatch system identifier. Annual refresher courses are mandatory for all taxicab operators who wish to maintain their certification to provide MetroAccess service. A copy of the inappropriate conduct/sexual harassment training course appears as Exhibit "D" of this Statement of Qualifications.

c. Sensitivity training

Every taxicab operator seeking MetroAccess Service certification must complete sensitivity training. Under the direction and guidance of [redacted] the Red Top Cab training department utilizes materials developed by Ms. Otal and the U.S. Department of Labor, Office of Disability Employment Policy.

Annual refresher training

All taxicab operators who are certified for MetroAccess service must complete annual refresher training for all WMATA-mandated training including door-to-door training; inappropriate conduct/sexual harassment training; and sensitivity training.

C. Vehicle Maintenance Plan

Red Top Cab is a nationally recognized leader in the taxicab industry. Our vehicle preventive maintenance (PM) program is the most comprehensive of its kind and exceeds the minimum requirements of the MetroAccess program. A copy of the Red Top Cab Vehicle Repair Order check sheet appears as Exhibit "E" of this Statement of Qualifications.

i. Preventive Maintenance Inspections - 6,000 Mile Interval or Less

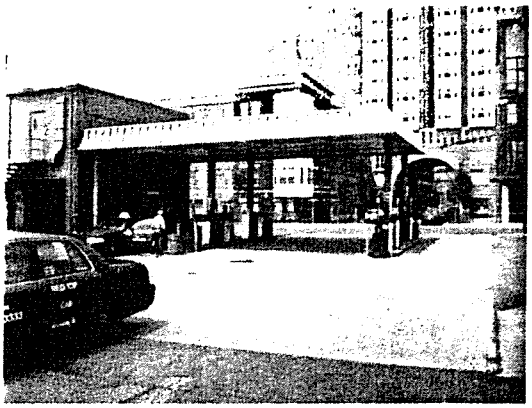
The following outline provides a snapshot of the Red Top Cab vehicle preventive maintenance program:

- *Every 4,000 miles*
  - Oil and filter change (synthetic blend);
  - Multipoint vehicle inspection;
  - Repairs and other maintenance as needed
- *Every 8,000 miles*
  - Oil and filter change (synthetic blend);
  - Tire rotation;
  - Multipoint vehicle inspection;
  - Repairs and other maintenance as needed
- *Every 20,000 miles*
  - Transmission flush (synthetic fluid) (Ford Fusion models only)
  - Replace fuel filter (if equipped) (all other models);
  - Repairs and other maintenance as needed
- *Every 28,000 miles*
  - Alignment (all vehicle types);
  - Repairs and other maintenance as needed
- *Every 40,000 miles*
  - Transmission flush (synthetic fluid);
  - Repairs and other maintenance as needed;
  - Applicable to Crown Victoria; Grand Marquis; Town & Country; Grand Caravan; and Freestar models
- *Every 80,000 miles*
  - Replace spark plugs (all vehicle types);
  - Flush cooling system and replace antifreeze (all vehicle types);
  - Differential service (rear wheel drive vehicles only);
  - Repairs and other maintenance as needed

The Red Top vehicle dispatch system keeps track of vehicle mileage on a daily basis and helps to ensure that vehicles are serviced at the appropriate intervals by sending automated notifications to the taxicab operators and to the cab manager. Cab managers monitor these notifications and, in the event a taxicab operator fails to appear for a scheduled maintenance interval, will temporarily disable the ability of a taxicab to receive dispatched trips. The dispatch function is restored when the deficiency has been resolved (often within hours).

ii. Vehicle Fueling and Washing Plan; Vehicle Cleanliness Schedule - Daily, Bi-Weekly, Monthly, and Seasonal/Periodic

All taxicab operators affiliated with the Red Top organization must keep their vehicles in a clean and presentable condition at all times. To encourage taxi operators to consistently adhere to this practice, each of our two maintenance facilities operates its own on-site automated car wash which is available to our taxicab operators as often as needed and at no cost. For the convenience of our taxicab operators, vacuum equipment is also available.



Arlington Fueling Facility

Both of our maintenance facilities maintain multiple dispenser fueling stations that are open 24/7. Each taxicab operator has his or her own fueling pass code to facilitate operation of the fuel dispensing equipment. Our operators are able to purchase fuel at prices well below the retail market. A fuel lane attendant is also on duty at the Arlington location.

iii. Vehicle Maintenance Record Keeping

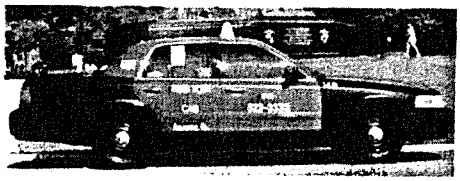
The vehicle maintenance program at Arlington Red Top Cab and at its affiliate, Fairfax Yellow Cab is entirely automated and retains a record of all vehicle maintenance and repair activity. Red Top utilizes the computerized *Fleet Maintenance Pro 12.0* software by Innovative Maintenance Systems, Inc. (IMS). This extremely versatile and robust vehicle maintenance system is designed for use by large vehicle fleets and provides significant capabilities and flexibility, helping to ensure that all of our taxicabs receive the most comprehensive preventive maintenance possible. A few of the most prominent features of this system are:

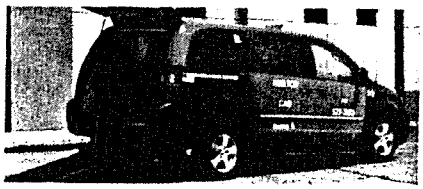
- Tracks an unlimited number of vehicles/equipment;
- Tracks preventive maintenance (PM) and repairs;
- Automatically calculates and informs when maintenance is due;
- Schedules PM notifications by date, mileage, kilometers, and/or hours;
- Tire management, inventory, assignment, and analysis;
- Track and monitor fluid usage (i.e. motor oil or other lubricants);
- Automated work order generation based on PM and scheduled repairs due;
- Parts inventory module with stock tracking and re-order point recommendations.

iv. Fleet Mix

Red Top Cab and its affiliates operate a diverse fleet of taxicab vehicle types in order to meet the needs of our customers throughout Northern Virginia. The following suitable vehicle types will be available for use in the delivery of MetroAccess service:

- (Sedan) Ford Crown Victoria
- (Sedan) Mercury Grand Marquis
- (Sedan) Ford Fusion
- (Minivan) Chrysler Town & Country
- (Minivan) Dodge Grand Caravan
- (Minivan) Ford Freestar
- (Hybrid) Toyota Prius

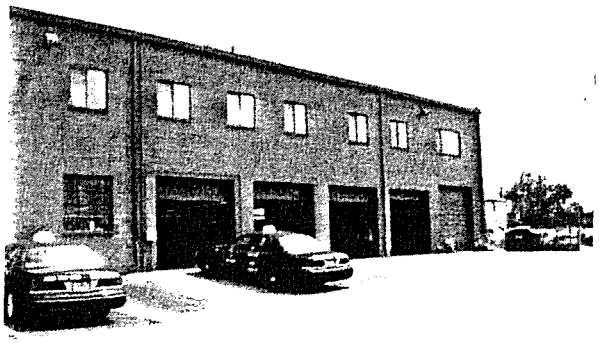




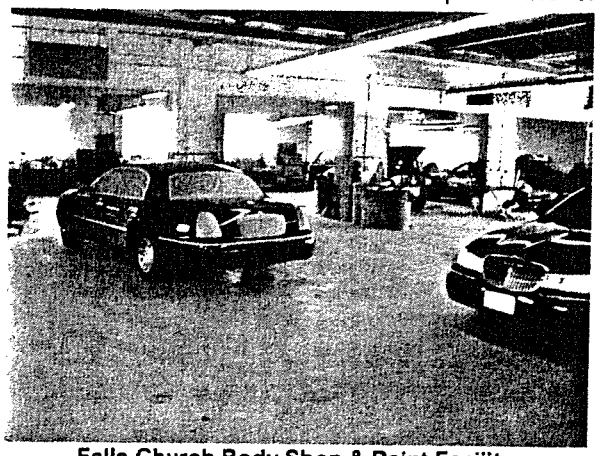
The vehicle platform listing above includes a total of thirty- eight (38) wheelchair accessible minivans.

v. Maintenance Facilities

As stated earlier, the company operates two complete maintenance facilities. The Red Top Cab facility located at 1200 N. Hudson Street in Arlington, Virginia hosts a 10,000 square foot building on 1.5 acres and the Yellow Cab facility located at 11 Hillwood Avenue in Fairfax, Virginia has an 18,000 square foot building on ¾ of an acre. Both locations maintain an automated car wash facility and on-site vehicle fueling. Each of our maintenance facilities are equipped with all of the necessary service equipment and have sufficient technical personnel to



Arlington Maintenance Facility



Falls Church Body Shop & Paint Facility

manage all of the preventive maintenance and repair needs of our fleets. In addition, both locations have well stocked parts departments that stock most of the parts necessary, and in sufficient quantities, to ensure that our taxicabs are returned to service as quickly as possible when maintenance or repairs are required.

The following summary provides an overview of our two vehicle maintenance facilities:

- Arlington Facility – 10 bays
- Fairfax Facility – 9 bays
- Fairfax – full body and paint facility including frame machine
- Both locations – advanced vehicle diagnostic scanners specifically designed for Ford manufacturer specifications; Chrysler & Dodge manufacturer specifications; and Toyota manufacturer specifications;
- Both locations – Robinair A/C service machines
- Arlington Facility – Hunter alignment machine
- Fairfax Facility – John Bean alignment machine

Technical Staffing:

- Service Director (all service operations)
- Service Manager: 1 at each location
- Technicians: 9 in Arlington and 11 in Fairfax
- Auto Detailer: 1 at each location
- Fueling Station Attendant: 1

II. ABILITY TO MEET POLICY AND CONTRACT REQUIREMENTS

A. Operator Hiring Requirements

i. Motor Vehicle Record (MVR)

Preliminary Requirements –. Red Top Cab will ensure that any operator certified to provide MetroAccess service is in compliance with the following requirements:

a. *Must be at least 21 years of age:*

Red Top Cab will ensure that no one under the age of 21 will receive the dispatch attribute for MetroAccess service;

b. *Must be able to read, write, and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries and to make entries on reports and records:*

All taxicab operator candidates must first pass a map reading test and an English language proficiency exam. Candidates must then be able to pass the Arlington County or Fairfax County Hack License examination; both of which include map reading and proficiency in the English language. Taxicab operators must also demonstrate proficiency reading road signs, conversing with a passenger, and completing forms and reports such as the daily manifest required by each county's taxicab ordinance.

c. *Must have five (5) years or more of recent domestic driving experience:*

Red Top Cab will ensure that all operators certified for MetroAccess service will meet this requirement.

d. *Must have a current valid domestic license in the District of Columbia, Virginia or Maryland:*

Red Top Cab will ensure that all operators certified for MetroAccess service will meet this requirement.

Disqualifiers – Red Top Cab, through careful monitoring, will ensure that operators having any of the disqualifiers listed below will not be permitted to provide MetroAccess service:

a. *No moving violations within the past year:*

Red Top Cab will ensure that any operator convicted of a moving violation within the past year will not be permitted to provide MetroAccess service.

b. *No more than three (3) moving violations within the past three (3) years:*

Red Top Cab will ensure compliance with this requirement.

c. *No suspensions for moving violations in the past year:*

Red Top Cab will ensure compliance with this requirement.

d. *No DUI, DWI, OWI, OUI:*

Red Top Cab will ensure compliance with this requirement.

e. *No refusal to test:*

Red Top Cab will not permit any operator who refuses a drug test to provide MetroAccess service.

f. *No reckless driving tickets/moving violations within the past year:*

Red Top Cab will ensure compliance with this requirement.

g. *No leaving the scene:*

Red Top Cab will ensure compliance with this requirement.

h. No use of a vehicle in the commission of a felony:

Red Top Cab will ensure compliance with this requirement.

i. *Must not have a preventable major accident in the past three (3) years:*

Red Top Cab will ensure compliance with this requirement.

j. *Must not have more than two (2) preventable accidents in the past three (3) years:*

Red Top Cab will ensure compliance with this requirement.

k. *Must not have any serious traffic violations in the past three (3) years.*

Red Top Cab will ensure compliance with this requirement.

ii. DOT Requirements

Red Top Cab and its affiliates are in compliance with all local, state and federal regulations related to the operation of taxicab service.

iii. Criminal History Checks

Search criteria: Social security trace with local criminal searches (felony/misdemeanor); Nation-wide search; and National Sex Offender search.

All applicants for a Hacker's license in Arlington County and Fairfax County are fingerprinted and submit to a comprehensive criminal background investigation. Prospective taxicab operators are not issued a Public Vehicle Driver's License (Hacker's License) until this investigation has been completed without any disqualifying findings.

Disqualifiers:

a. *No felony convictions:*

A felony conviction results in the immediate revocation of a taxicab operator's county-issued permit (Hacker's License).

b. *No serious crime convictions in the past five (5) years:*

Local county taxicab ordinances provide for the immediate revocation of a taxicab operator's permit in the event of a conviction of, or a plea of guilty or nolo contender, to the violation of any law involving any commission of a felony; sex offense or any crime of moral turpitude; prostitution or solicitation thereof; production, sale or use of alcohol or narcotics; gambling; or any crime of violence.

c. *No drug convictions within the past seven (7) years:*

See (b) above: Red Top Cab will ensure compliance with this requirement.

d. *No violent or sexual convictions:*

See (b) above: Red Top Cab will ensure compliance with this requirement.

e. *No convictions against elderly, children or disabled:*

See (b) above: Red Top Cab will ensure compliance with this requirement.

f. *No convictions that pose a danger to passengers:*

Red Top Cab will ensure compliance with this requirement.

g. *No convictions that threaten the loss of property:*

Red Top Cab will ensure compliance with this requirement.

h. No pending charges:

Any taxicab operator with a pending criminal charge will not be permitted to provide MetroAccess service until such time as the charge is either dismissed, or adjudicated in a court of law with a verdict of not guilty.

iv. FTA Drug and Alcohol Testing

Red Top Cab and its affiliates was the first taxicab company in Virginia, and one of the first major taxicab companies in the country, to implement mandatory drug and alcohol testing for all safety sensitive personnel engaged in the provision of paratransit services for a public agency. Red Top will ensure continued compliance with this FTA regulation.

B. Insurance

i. General Liability

- *$1,000,000/$3,000,000 per occurrence/aggregate or $2,000,000 combined single limit for Bodily Injury and Property Damage Liability;*
  Red Top Cab meets this requirement. See Certificate of Insurance which appears in Exhibit "F" of this Statement of Qualifications.
- *Fire and personal injury/advertising liability in the amount of $1,000,000 respectively; Premises Medical Payments in the amount of $5,000;*
  Red Top Cab will comply with this requirement as it stands revised (see Question 252 in Amendment 005 dated July 30, 2012).
- *Project manager and WMATA shall be named as additional insured parties.*
  Red Top Cab is in compliance with this requirement. See Certificate of Insurance which appears in Exhibit "F" of this Statement of Qualifications.

ii. Automobile Liability

- *Required minimum limits per accident/per injury/per property damage*
  a. *In MD & VA: $100,000/$300,000/$50,000*
  b. *In DC: $ 50,000/$25,000/$10,000*
  Red Top Cab is in compliance with this requirement. See Certificate of Insurance which appears in Exhibit "F" of this Statement of Qualifications.
- *Project manager and WMATA shall be named as additional insured parties.*
  Red Top Cab is in compliance with this requirement. See Certificate of Insurance which appears in Exhibit "F" of this Statement of Qualifications.

iii. Workers Compensation

- *Part I - Maintain coverage at the statutory levels*
- *Part II - Maintain coverage at the levels listed below*
  a. *$1,000,000 – Each Accident*
  b. *$1,000,000 – Disease Policy Limits*
  c. *$1,000,000 – Disease Each Employee*
  Red Top Cab is in compliance with this requirement. See Certificate of Insurance which appears in Exhibit "F" of this Statement of Qualifications.

EXHIBIT A

CURRENT SPECIALIZED TRANSPORTATION OPERATIONS:

1. Senior Centers and Madison Adult Day Health Care Center

Red Top Cab provides paratransit transportation services to senior citizens, 60 years of age or older, and to adults with disabilities who attend three senior centers and one adult day health care center on a daily basis.

Red Top Cab provides shared ride transportation to approximately 125 persons to/from home and to/from the Langston Brown and Walter Reed Senior Centers, and the Madison Adult Day Health Care Center in groups of two to four customers per taxicab. The transportation service is primarily curb-to-curb, with door-to-door assistance as required. The service is provided on a pre-arranged basis through a daily manifest for maximum ridesharing efficiency.

Under this contract, Red Top Cab provides the scheduling, dispatching, and operation of a sufficient quantity of vehicles to accommodate 150 one-way trips daily. Taxicab operators who provide services under this contract are trained in transporting, communicating and assisting senior citizens and people with disabilities. Red Top Cab originally provided the service from 1985-1993, and has been providing this service continuously since 1997.

2. Arlington STAR

Red Top Cab has provided complementary paratransit transportation services to the residents of Arlington who have disabilities since 1994, originally under the "Arlington Access" program under the auspices of the Arlington Agency on Aging in conjunction with the Arlington Chapter of the American Red Cross. Currently, Red Top Cab delivers approximately 4,000 taxicab trips per month under the Arlington STAR program.

Since that time, Red Top Cab has been instrumental in providing paratransit services to Arlington County residents. By offering curb-to-curb transportation for STAR, a number of Red Top Cab drivers have received additional training in passenger assistance techniques and provide door-to-door assistance in an "Assisted Transportation" program funded by the Arlington Agency on Aging.

While safety and customer service are the two highest priorities,, Red Top Cab management has also placed a high level of priority on the effort to continually identify means of increased productivity and cost effectiveness. Red Top Cab is proud of the success it has achieved in these areas. Working closely with STAR's Project Manager, Red Top Cab has recommended and implemented a number of cost saving measures such as shared taxicab rides. Additionally, Red Top Cab has developed and implemented a system of controls designed to minimize waste and deter system abuse. The absence of a firm commitment to control measures similar to those implemented by Red Top Cab has been shown to be quite costly in neighboring jurisdictions that administer programs similar to STAR, but where adequate controls have not been developed by the contractor.

3. MetroAccess

Since 1996, Red Top Cab and its affiliated companies in Fairfax County (Fairfax Yellow Cab and Red Top Cab of Fairfax have been providing ADA complementary paratransit services under the MetroAccess program administered by the Washington Metropolitan Area Transit Authority (WMATA). Currently, Red Top Cab provides door-to-door service to approximately 150- 200 MetroAccess customers per day. In collaboration with the MetroAccess Operations Control Center, the Red Top Cab Communications Center coordinates these trips to ensure that the highest level of customer service is delivered to all MetroAccess customers.

4. Virginia Medicaid Non-Emergency Transportation

For over a decade, Red Top Cab and its affiliated Fairfax companies have provided transportation services for the Virginia Medicaid non-emergency transportation program. The Red Top Communications Center dispatches and coordinates approximately 1,500 Virginia Medicaid taxicab trips per week.

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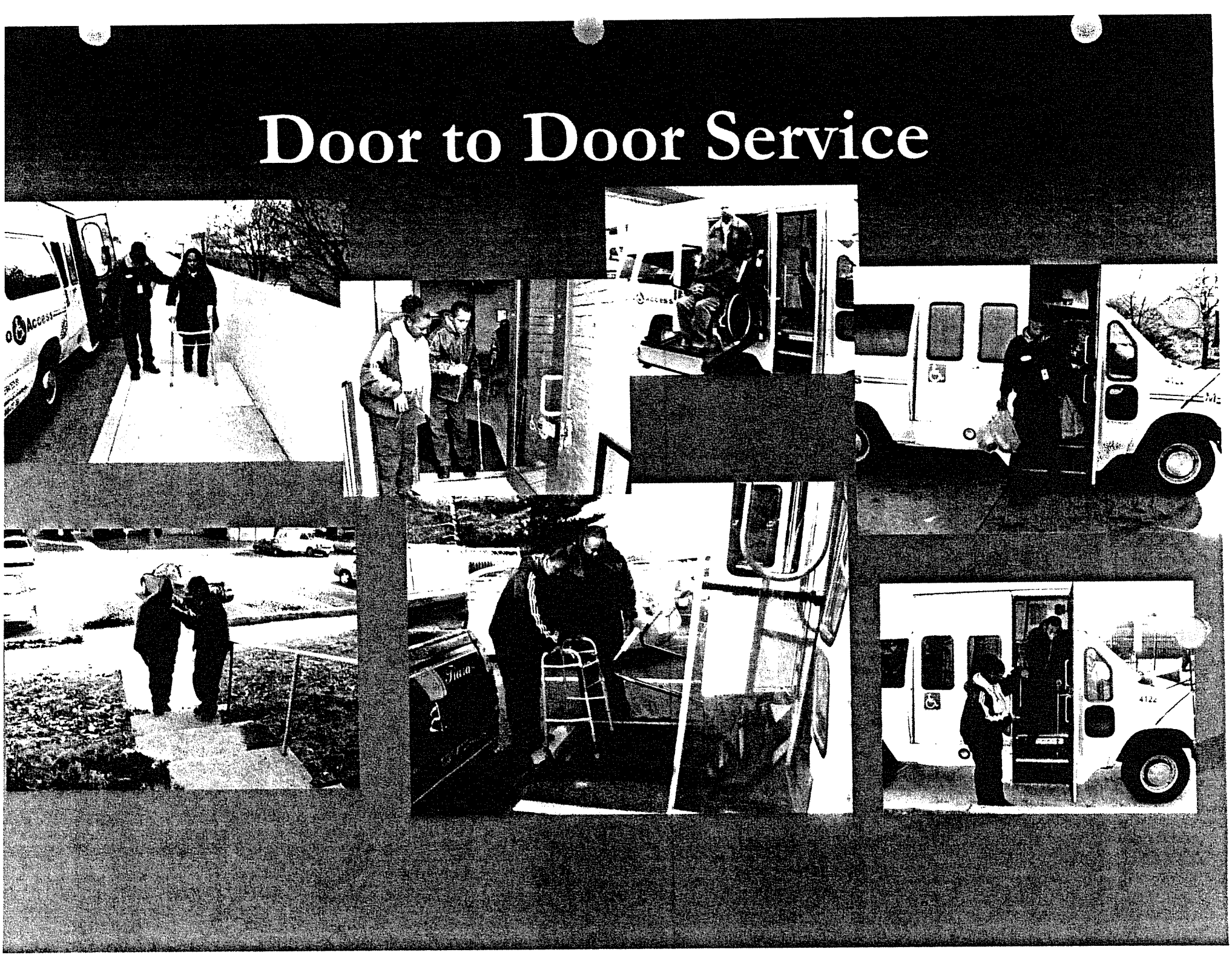
EXHIBIT B

Door-to-Door Training

RED TOP

Door to Door Service



Purpose of this Presentation:

- Explain the changes in MetroAccess service that occured in June 2008:
  - ✓ Implementation of Door-to-Door Service
- Detail the impact implementing Door-To-Door service will have on the role and responsibilities of Red Top drivers:
  - ✓ Escorting the Customer
  - ✓ Assisting the Customer
  - ✓ Helping With Packages (40 lbs. or Less)

Reasons For The Change to Door-to-Door Service:

- Improve Customer Service By:
  - ✓ Providing additional assistance for those customers who need or require special assistance
- Reduce the potential for service delays, no shows, and missed connections between drivers and MetroAccess customers

Major Impact of The Change:

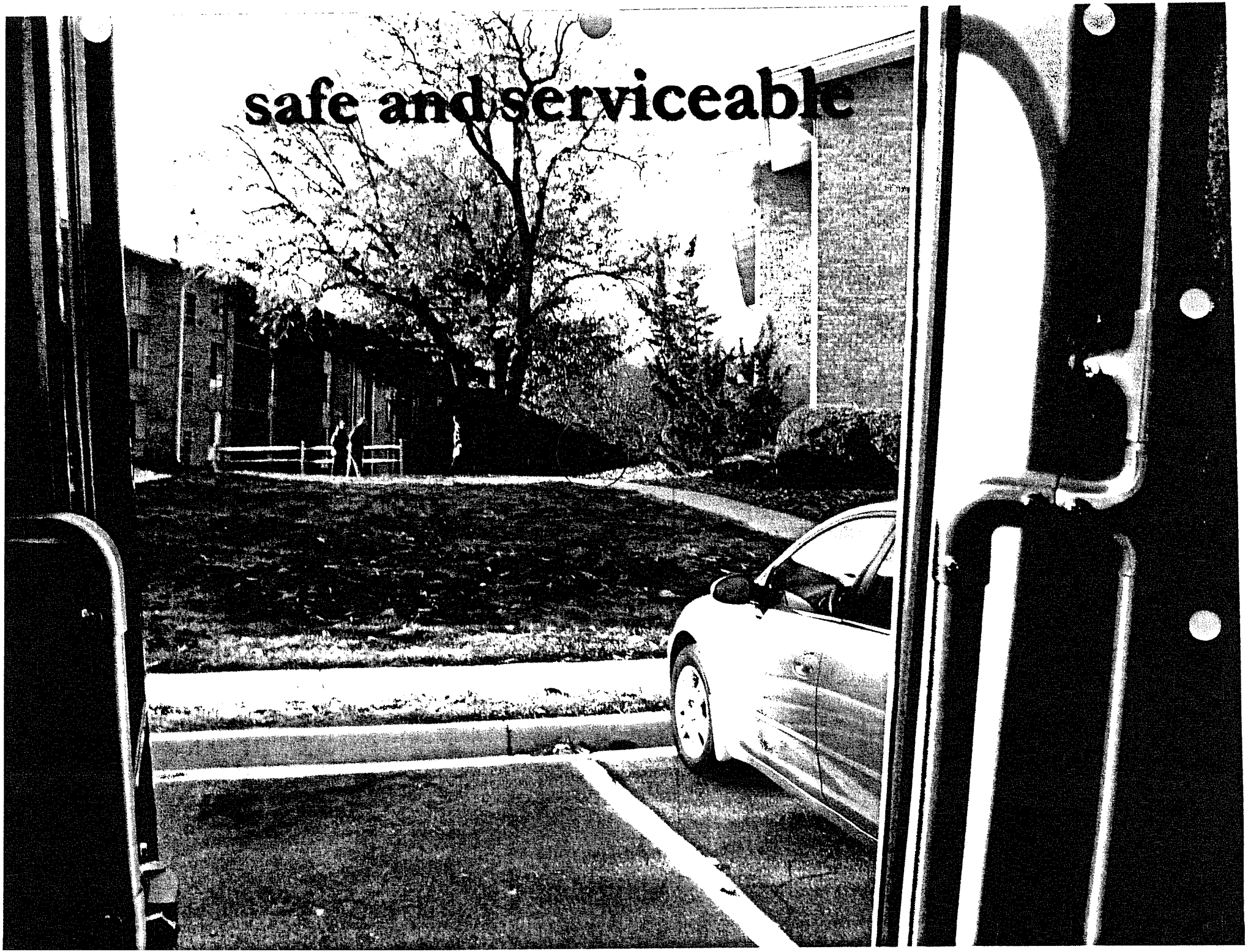
- Red Top Drivers Role and Responsibilities Will Change Significantly:
  - Red Top drivers will have increased responsibility for assisting and helping the customer complete their trip

What Changes:

- Under Door-to-Door Service drivers will be required to assist customers between the Vehicle and The First Exterior Door closest to the vehicle's parked location in the street:
  - ✓ First Exterior Door must be no further than 150 feet from the vehicle
  - ✓ The driver must be able to maintain sight of the vehicle at all times
  - ✓ If there is a small vestibule, drivers are expected to enter the secondary door to announce arrival

Safe and Serviceable Parking Location:

- Must Be a Safe and Accessible Path of Travel Between the Vehicle and the Front Door
- Parked Vehicle Must Not Block or Impede Traffic


safe and serviceable

A Driver is Not Expected Or Required To Provide Door To Door Service When:

- First exterior door is over 150 feet from the vehicle
- Driver is not able to maintain sight of the vehicle from the exterior door
- Driver is not able to find a safe place to park and leave the vehicle at the customer's destination or pickup location

Situation that makes it impossible for the driver to provide Door to Door Service:

- Driver should contact the call center and let the dispatcher know what is preventing them from providing Door to Door Service
- Dispatch will attempt to contact the customer and make them aware of the problem and request they meet the van or car at the curb

Assisting Customers means:

- Driver will accompany and help the customer between the vehicle and the first exterior door

  - ✓ Assisting would include for example: offering the customer your arm or asking the customer "How may I assist you?"
  - ✓ Giving directions to a visually impaired customer.
  - ✓ Pushing a wheelchair for a customer
  - ✓ Opening a door for a customer

Access

Fiat

Assisting customers also means:

- Drivers may carry packages for customers as long as the packages
  - ✓ Can be carried by the driver in one trip
  - ✓ Combined weight of the packages does not exceed 40 pounds
- Drivers who need to carry packages for customers should not attempt to carry packages while assisting customers
  - ✓ Take care of the packages after the customer is safely at their door or in the order customer requests

Door to Door Service

What Does Escorting Customers To The Door Not Include:

- Drivers are not permitted to enter the customer's destination at any time
- Drivers are not required to wait with the customer at the destination
- Customers who need help at their destination must make arrangements to have someone there to assist them or travel with a personal care attendant
- Drivers are not required to assist a customer using a wheelchair down steps or curbs. Customer must have access to a ramp or driver has access to lower the lift

If Customer is not at first exterior door:

- ✓ Push the Call Out button
- ✓ Knock on the door and / or ring the door bell
- ✓ Verbally announce MetroAccess
- ✓ Ask customer to show their MetroAccess ID
- ✓ Make at least four announcements prior to leaving the door
- ✓ If multiple people are in the area ask first if anyone is waiting for MetroAccess. When someone acknowledges, ask their name

Wait Time:

- The wait time for customers will change from 10 minutes to 5 minutes:
  - ✓ Because of the reduced wait time it is important that Drivers push their Call Out button immediately upon arrival for all trips
  - ✓ Use of the Call Out button is mandatory for all drivers

Wait Time:

- Drivers are required to wait for two (2) minutes at the door for the customer
  - ✓ No response after two (2) minutes, the driver should return to their vehicle
  - ✓ Driver should press their No Show request button and then wait for further instructions from the call center
  - ✓ Driver to contact their base dispatch if no response.
  - ✓ No shows will be granted as early as 5 minutes, no sooner

Review

What Do Drivers Need to Do Under The New Door to Door Policy For MetroAccess?

Step by Step Driver Procedures Under The New Door to Door Policy

- Step One: Driver should park and secure their vehicle and press the Call Out button
- Step Two: Driver will leave the vehicle to assist or escort the customer to or from the first exterior door within 150 feet of the vehicle

Step by Step Driver Procedures Under The New Door to Door Policy

- Step Three Driver will return to the vehicle as quickly as possible once the Customer has arrived at the first exterior door
- Step Four: If the driver is unable to locate the Customer on a pick-up, they should wait two (2) minutes and then return to the vehicle
- Step Five: Once the driver is back in the vehicle they should press their No Show request button

Step by Step Driver Procedures Under The New Door to Door Policy

- Step Six: The Driver should wait for instructions from the Call Center before leaving the Location

Red Top Procedures For Door to Door

- Step One: If you have an incident or accident with a MV Transportation customer you MUST notify dispatch immediately
- Srep Two: A code 20 driver MUST be used for any incident or accident involving a MV Transportation customer
- Step Three: A drug test may be required depending of the severity of the accident

Red Top Procedures For Door to Door

- Step Four : If you have any questions please call the Red Top Insurance Department, John Zarbo at Red Top Cab or Yassir Rustom at Red Top Cab.

QUESTIONS

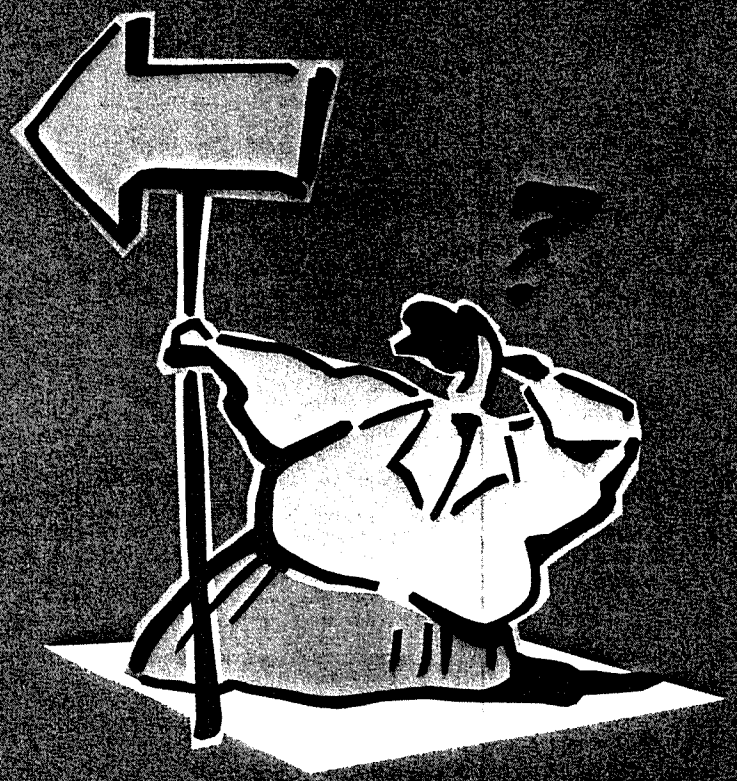


EXHIBIT C

New Driver Training Syllabus

"Code 20" and Accident Procedures

RFP TNP

Outline of New Driver Training Class

Introduction to the Class (30 minutes)

Required Materials: Pens, Fairfax Yellow Cab Handbook or Fairfax Redtop Cab Handbook, (There are two versions of the New Driver Training Handbook, either Fairfax Yellow or Fairfax Red Top. The differences are the list of cab stands, the cover page, and the lease agreement--usually an insert in the back folder pocket. The color of the folder holding the handbook pages may also be either yellow or red.)

Instructor/Participant Introductions

This part consists of a welcoming statement and a brief description of the instructor's background and relation to the company. Participants are asked to announce their name and any experience they may have driving professionally. Quick follow-up questions by the instructor may ask participants about the duration of their work experience, their preferred hours or locations, and why they chose to change careers. Finally, participants are reminded that this six-hour class is only for drivers who have a current Hackers license from Fairfax County, and that it is the first of a two-day training. (The second day is on-the-road training.)

Housekeeping Items

Participants are asked to turn their cell phones to vibrate and step out of the class if they need to answer their phone. The locations of the restrooms, vending machines, and emergency exits are pointed out. At this time, participants are asked to open their handbooks and complete the new driver information form that has been inserted in the front pocket. The completed forms are collected by the instructor.

Important Information

Participants are asked to open their handbooks to page one. The instructor presents an overview of the roles played by managers, cashiers, and mechanics as well as off-site services (dispatch, meter shop, and insurance department). The instructor may answer questions at any point during this section. Participant questions that will be answered in-depth later in the course should be tabled until that point.

Accidents and Safety (40 minutes)

Required Materials: Videotape recording of Prevention, Professionalism, and Profits; Television and VCR

Code 20 (Accident) Procedures

Participants and instructor take turns reading the Code 20 procedures aloud. The instructor defines an accident and gives examples showing why Code 20 procedures are important and what can happen if they are not followed.

Presentation of Prevention, Professionalism, and Profits
Avoiding accidents altogether is preferable and the video "Prevention, Professionalism, and Profits" provides participants with useful driving practices. After the video, participants are asked to name the three safety practices they just viewed. The Code 20 procedures are quickly reviewed and participants should be asked if there are any questions before continuing to the next section.

Introduction to the Dispatching System (65 minutes)

Required Materials: Vouchers for Logisticare account; one Large 3' x 4 ' map of Fairfax County showing dispatching zones; QSI units operating in the training (T) fleet; one Motorola Automated Dispatching System (MADS) terminal

The QSI Terminal
Participants will turn on the QSI units and be provided with temporary Driver IDs to sign in. The functions of the QSI are taught by having participant operate the unit as a cab driver would—signing in, posting, using the search, inquiry, and info functions.

Zones and Stands
Participants are asked to share any experiences they may have in calling for a cab. The instructor uses the large Fairfax County zone map trace a fictitious call from the point of the passenger calling to the arrival of that passenger at the destination. The focus is on posting, e-posting, c-posting, and on-break functions. Participants also explore the algorithms used in offering calls, including priority to stands and backup zones.

The Call Information
Mock calls are accepted by participants and each item in the call information is defined. Participants complete the Logisticare voucher from the call information.

Using the Meter (20-30 minutes)

Required Materials: one Centrodyne Silent 620 Printing Taximeter

Participants take turns using the meter. They should demonstrate proficiency in adding extras, producing a sum total fare, printing receipts, and obtaining meter readings. Individuals may continue to practice during the break.

Break (30 minutes)

Forms of Payment (90 minutes)

Required Materials: Vouchers for MV Transportation, Fairfax County School; blank and pre-printed Company Vouchers; samples of airline vouchers; dollar bills in denominations of 5, 10, or higher; credit card receipts; credit card imprinter, clipboard, and credit card.

Cash
The instructor will review company rules for making change, including consequences of not having exact change. Participants will be made aware of security measures built into dollar bills to identify counterfeits.

Account Calls: Logisticare, MV Transportation, Fairfax County Schools
A quick review of the Logisticare vouchers begins this lesson. MV Transportation Vouchers are presented with the understanding that participants are eligible to attend door-to-door training after 90-days of driving. Finally, Fairfax County School vouchers introduce special rules for multiple pickups and multiple drop-offs of students.

Account Calls: Company Vouchers
The pre-printed company voucher is always an accepted form of payment. Participants will be introduced to how passenger can pay with preprinted vouchers by either updating calls or creating a job number.

Account Calls: Airline Vouchers, Company Scrip, Other Vouchers
Participants are provided sample airline vouchers and are shown how to redeem them. Sample Company Scrip are also shown so drivers can easily identify them. Drivers may also receive call information from Arlington's STAR Program and they receive instructions on how to properly complete blank company vouchers.

Coupon Programs: City Wheels Coupon, SOTG (Seniors On-The-Go), Taxi Access
Participant are shown how to properly redeem these coupons by completing company vouchers.

RideCharge
Participants are shown the processes for reserving and paying through RideCharge.

Credit Card Processing
Participants are shown the how to quickly process credit cards using the meter card reader. The Credit Card Transaction screen is used to manually enter credit card and fare information.

Customer Service (60 minutes)

Required Materials: Videotape recording of Moving People, "Off Duty" sign for each participant

Presentation of Moving People

Moving People presents a variety of situations that cab drivers encounter as well as testimonials from drivers.

Service Expectations

Participants share their experiences and expectations about taxi drivers. The instructor summarizes the company expectations for service and negative consequences of poor service. Exemplary service also includes exemplary driving. The instructor shares ways that drivers can manage aggressive behavior on the road.

Special Pickups

Participants are provided with procedures for picking up at Dulles Airport or in Washington DC. Covered in this section are definitions of illegal calls, delivery calls, lost and found rules, and assisting wheelchair passengers able to transfer. Tips for managing passengers who may have had too much to drink are also presented.

Emergency and Non-Emergency Situations

Being aware of conditions around you is important for the safety of the taxi driver as well as the passenger. Topics covered include personal safety, passenger safety, reporting passengers to the company or police, and crime/violence prevention strategies. The instructor also shares non-emergency numbers for police in Fairfax and Arlington, in case non-emergency situations should arise. Examples are provided.

Code 20 (Accident) Procedures

If you are involved in an accident:

1. Immediately contact the dispatcher on your radio or through the driver help line [redacted] [redacted] Provide your cab number and location.
2. Tell dispatcher if you need to get an ambulance or the police.
3. Tell dispatcher if you need to get another cab for any passenger you may have.
4. Tell dispatcher if you cannot drive the cab and need to get a tow truck to move the cab to the company. Do not call a tow truck yourself or you will pay for the towing.
5. The dispatcher will send a Code 20 accident investigator to your location. While waiting for the Code 20 accident investigator, do not admit fault of any kind.
6. While waiting for the Code 20 investigator, exchange driver and insurance information with the other driver if possible. Write all information on the top of your manifest.
7. Upon arrival of police or Code 20 accident investigator, follow their directions and provide all information requested.
8. The Code 20 accident investigator will provide you with an accident report form. Fill out this form. Ask the Code 20 accident investigator if you have questions about this form.
9. If you can drive the cab, return it to 1200 N Hudson Street in Arlington and see a manager on duty. Do not go back to work until cleared by a manager.

A sample accident report is presented on the next two pages for your review.

COMPANY INVOLVED: (CHECK ONE)

- Red Top Cab of Arlington
- X Arlington Yellow Cab
- Fairfax Yellow Cab
- Red Top Cab of Fairfax
- Red Top Executive Sedan
- Five Star Executive Sedan
- Loudoun Yellow Cab
- Washington Flyer
- Other

FILE NUMBER

TOWED? NO

ACCIDENT REPORT

DATE OF ACCIDENT: 7-6-2002 | HOUR OF ACCIDENT: 930 X AM PM | WHERE DID ACCIDENT HAPPEN? STREET: Hillwood Ave & Annandale Rd | NEAREST POLICE CAL ED?: FALLS CHURCH | POLICE REPORT #: 07-12 002

WEATHER AT TIME OF ACCIDENT: SUNNY | CONDITION OF ROAD: DRY | CIRCLE APPLICABLE ITEMS: DAYLIGHT X | DAWN | DUSK | DARK | DOWNHILL | LEVEL X | CURVE | CONSTRUCTION | INTERSECTION X

OUR CAR (NO. 1)

VEHICLE #: 126 | MAKE, MODEL & YEAR: 2001 FORD CROWN VICTORIA | LICENSE PLATE #: H961350

DIRECTION OF TRAVEL: WEST | SPEED: 10 MPH | PARTS DAMAGED: FRONT GRILL, HOOD, AND FENDER

[redacted] | AGE: 32 | [redacted]

YOUR COMPANY ID #: 9632 | DRIVERS LICENSE # & STATE: 325951 - VA | 14 YEARS | YEARS OR MONTHS: 2YRS | [redacted] N/A

WERE THERE ANY PASSENGERS IN THE CAB? [redacted] | WERE YOU CHARGED BY POLICE? NO | IF YES - WHAT CHARGE? | [redacted]

PASSENGER NAME | ADDRESS | PHONE HOME ( ) WORK ( )

OTHER CAR (NO. 2)

DIRECTION OF TRAVEL: NORTH | SPEED: 25 MPH | CIRCLE APPLICABLE ITEMS: DAYLIGHT X | DAWN | DUSK | DARK | DOWNHILL | LEVEL X | CURVE | CONSTRUCTION | INTERSECTION X

CAR MAKE / MODEL / YEAR: HONDA - CIVIC - 1999 | LICENSE PLATE # & STATE: ADC-[redacted] | DRIVERS LICENSE # & STATE: 662513 VA

[redacted] | AGE: 54 | [redacted] | [redacted]

INSURANCE CO: ALL STATE | POLICY NUMBER: B42-106-1782 | R.P. SMOOT | ADDRESS: 5959 Richmond Hwy, Alex, VA

DESCRIBE DAMAGE TO CAR #2: RIGHT FRONT FENDER, DOOR AND QUARTER PANEL

WAS DRIVER CHARGED BY POLICE? YES | IF SO, WHAT CHARGE? RUNNING RED LIGHT | COURT DATE: 9-6-2002 | HOW MANY PASSENGERS IN THIS VEHICLE? NONE

DAMAGE TO PROPERTY OTHER THAN VEHICLES

KIND OF PROPERTY AND EXTENT OF DAMAGE: NONE

OWNER OF PROPERTY | ADDRESS | PHONE HOME ( ) WORK ( )

PERSONS INJURED (or complained of being injured)

NAME	M / F	ADDRESS	PHONE HOME ( ) / WORK ( )	FROM VEHICLE NO
		NONE		
NATURE OF INJURIES	TREATMENT SOUGHT? YES NO	WHERE TREATED?	DO YOU BELIEVE THIS INJURY COULD HAVE HAPPENED?	
NAME	M / F	ADDRESS	PHONE HOME ( ) / WORK ( )	FROM VEHICLE NO
NATURE OF INJURIES	TREATMENT SOUGHT? YES NO	WHERE TREATED?	DO YOU BELIEVE THIS INJURY COULD HAVE HAPPENED?	
	M / F	ADDRESS	PHONE-HOME ( ) / WORK ( )	FROM VEHICLE NO

WITNESSES

NAME	ADDRESS	PHONE-HOME / WORK
[redacted]	[redacted]	[redacted]
		PHONE HOME ( ) / WORK ( )
NAME	ADDRESS	PHONE HOME ( ) / WORK ( )

DESCRIBE HOW ACCIDENT HAPPENED

(refer to vehicles by number, you are vehicle number 1)

I WAS Proceeding Through intersection When Vehicle #2 RAN THE RED Light And I TRIED TO STOP But STRUCK IT.

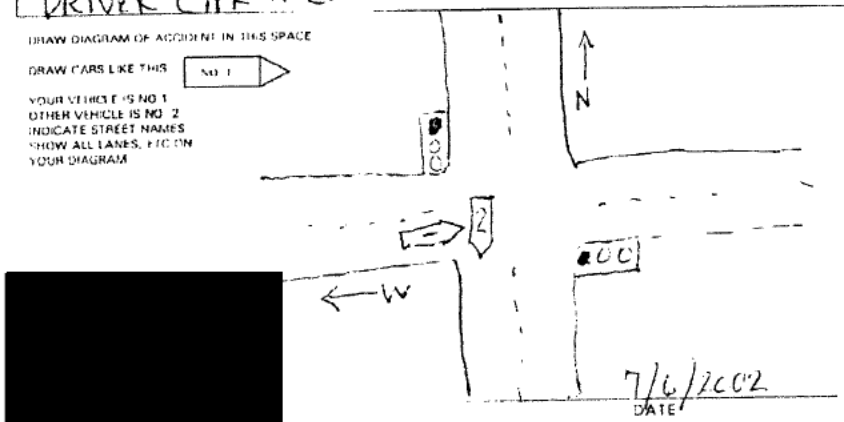
IF NO CHARGES WERE MADE, WHO DID POLICE SAY WAS AT FAULT? [redacted] POLICE BADGE NUMBER 123

IN YOUR OPINION, WHO WAS AT FAULT? DRIVER CAR # 2.

DRAW DIAGRAM OF ACCIDENT IN THIS SPACE

DRAW CARS LIKE THIS NO. 1

YOUR VEHICLE IS NO. 1
OTHER VEHICLE IS NO. 2
INDICATE STREET NAMES
SHOW ALL LANES, ETC. ON YOUR DIAGRAM



7/6/2002
DATE

EXHIBIT D

Inappropriate Conduct / Sexual Harassment Training Course

RED TOP

Harassment-Free Workplace and Inappropriate Customer Contact Training

--Overview--

- Definition of Sexual Harassment
- Forms of Sexual Harassment
- Unacceptable Behaviors
- Transporting Passengers
- Taking Action
- Open Discussion

--Definition of Sexual Harassment--

Unwanted sexual advances, requests for sexual favors and other verbal and physical conduct of a sexual nature constitute sexual harassment when…

--Definition of Sexual Harassment--

…submission to such conduct is made explicitly or implicitly as a term or condition of an individual's employment, or

--Definition of Sexual Harassment--

…submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

--Definition of Sexual Harassment--

…such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

--Forms of Sexual Harassment--

- *Quid pro quo,* which occurs when:
  - An employee is forced to submit to unwanted or unwelcome advances or attention to get or keep their job, even if this is "just understood" and not explicitly stated.
  - Submitting to or rejecting the harassment is the basis for an employment decision that affects the employee.

--Forms of Sexual Harassment--

- A *hostile environment*, which exists when:
  - The harassment itself is intended to or does interfere with the person's work or creates "an intimidating, hostile;
  - Or offensive work environment," whether or not there is any other unfavorable job action.

--Unacceptable Behaviors--

- Physical contact that includes touching, pinching, patting, kissing, rubbing up against, fondling, groping, grabbing or assault
- Interfering with or blocking movement
- Verbal sexual advances or propositions
- Suggestive or obscene letters, notes, invitations or email received at work or at home

--Unacceptable Behaviors--

- Repeated face-to-face, telephone or email invitations after being refused
- Making or using derogatory comments, epithets, slurs and jokes
- Leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters
- 'Accidentally' brushing up against someone

--Unacceptable Behaviors--

- Passing over qualified employees for promotion in favor of an employee who is sexually involved with the boss
- Obscene or suggestive gifts
- Frequent discussion of sexual acts and exploits

Inappropriate Conduct with Passengers

--Inappropriate Conduct with Passengers--

- The same behaviors that are unacceptable with co-workers are even more unacceptable with passengers.
- **Never touch or address a passenger in a sexually-suggestive manner.**
- There is no such thing as "Consensual"...any inappropriate or sexually-suggestive behavior or conduct is a violation of company policy and can result in termination as well as criminal charges against the driver.

--Nothing but negative consequences--

- Inappropriate verbal or physical conduct with passengers can result in your arrest and can be prosecuted as a sexual assault.
- Just the suspicion or perception of such an act will have immediate and possibly long-lasting negative consequences and ramifications:
  - Media articles with your name/photo reporting the arrest and/or conviction
  - Immediate negative impact to you and your family members
  - Immediate personal social stigma just based on the <u>allegation</u> of sexual impropriety
  - If convicted, in addition to fines and jail time, your name, address and photo will appear in several "sex offender" web sites.
    - Sex crime convictions will limit where you can live and where you can work.

--Nothing but negative consequences--

If Convicted of Sexual Assault:

- Even with first offenders the court is very strict with sentencing since these types of crimes are absolutely devastating for the victim.. Generally a minimum jail sentence will be imposed, but for first offenders education and counseling and probation may be recommended over full jail time. If physical force and violence was used in committing the sexual assault, then this charge becomes defined as Aggravated Sexual Assault which is a serious Felony Offense in practically every state.

- Fines and Jail Time:
  - Maryland: Up to $10000, Maximum 15 years
  - Virginia: $500 flat, 2-10 years max

Negative Media Attention

Sexual assaults alleged on transit buses for disabled

By [redacted]
Washington Post Staff Writer
Saturday, April 10, 2010

A contract driver for Metro's transit service for the elderly and disabled was arrested Thursday and charged with sexually assaulting a female bus customer in January in Prince George's County, about two months after another driver was fired after a similar offense was reported,

Metro Transit Police said Friday [redacted] 55, of Gaithersburg picked up the woman about 3 p.m. Jan. 28 in Temple Hills to take her to Bowie. On the way, he pulled over and fondled and groped her, according to [redacted] He was suspended without pay Jan. 30.

[redacted] was arrested Thursday near Gaithersburg and transferred to Prince George's for arraignment. He was charged with third-degree sexual assault and second-degree assault.

4th MetroAccess contract driver accused of sex assault

By [redacted]
Washington Post Staff Writer
Friday, September 10, 2010

A Gaithersburg man charged Sunday with sexually assaulting a woman in a MetroAccess vehicle is the fourth contract driver this year accused of attacking a passenger using Metro's service for the disabled.

Metro Transit Police said [redacted] grabbed a woman's breast Aug. 27 while helping her out of the vehicle at a facility where she volunteers in Silver Spring. The woman, who is in her mid-30s, has cerebral palsy and uses a scooter, police said.

--Transporting Passengers--

Do's and Don'ts

- Always ask the passenger first if they require assistance
- Communicate - Indicate what you are about to do BEFORE you do it.
- If contact is needed – always ask permission first!
- Take hold of the hand or arm. Place arm around the waist of the individual only if absolutely necessary
- Never offer or accept sexual favors
- Never enter a passenger's residence

--Transporting Passengers--

- Urgent situations:
  - Assisting passengers to prevent falls or sudden unsteadiness
  - Avoid personal areas at all times, for example:
    - When placing safety belt across chest (women)
    - When placing lap belts in place (males)
  - Immediately Apologize, if necessary
  - Complete "Incident Report" and immediately notify Dispatch/Supervisor
  - Submit report to your supervisor

-- If I've been subjected to Harassment --

Although some individuals may be intellectually disabled, that is no excuse for this type of behavior. If you encounter a passenger that exhibits unacceptable behaviors…

- Do not tolerate, laugh off or ignore
- If accosted inappropriately, politely refuse and notify your supervisor immediately of the incident.

--Taking Action--

- **Notify:** Tell your harasser the behavior is unwelcome and offensive
- **Refuse:** Clearly say "no"
- **Record:** Create a written record
  - Notify your manager/supervisor
  - Save any communications

Questions and Answers

Regency Taxicab/Accessible Taxi

Regency Taxi has been in operation since 1994 and has provided Paratransit services since 1997. Regency has provided MetroAccess service as a sub-contractor since 2000. Regency currently operates 143 vehicle s in it's fleet firm from it's location at 8210 Beechcraft Ave, Gaithersburg, Md. 20879. Regency has ten ADA compliant Accessible vehicles in it's fleet. Regency has contracts with a wide range of companies and organizations(over 60) including National Institutes of Health (NIH), several local hospitals, Medicaid transportation, and other health and social service organizations.

Accessible Taxi, Regency's sister company was launched this year for the express purpose of providing the citizens of Prince Georges County an accessible taxi service. Accessible has a fleet of fifteen MV_1 vehicles , that are especially designed for wheelchair passenger transport. Accessible is located at 7902 Walker Mill Dr, Capitol Heights, Md. The Accessible drivers and company procedures mirror Regency's operations . The company has 4000 square foot repair facility and maintenance staff on site.

In-Vehicle Systems

Currently, all taxicabs used in the Regency paratransit operation are equipped with Mobile Data Computers (MDCs), Automatic Vehicle Locators (AVLs), and Global Positioning Satellite (GPS) navigation systems. Regency's software system (MRMS) is capable of demand response, shared rides, and route manifests. All company vehicles are equipped with Mobile Resource Management System (MRMS) enabled devices.

Staffing Plan

Regency has been in business for nearly twenty years, and has for this duration operated continuously: twenty-four hours a day, seven days a week, fifty-two weeks a year. The experienced management team currently in place dispatches over 1,000 calls to 140+ vehicles daily. Regency has one full-time General Manager, two Supervisors, and one Call Center Manager to oversee 20 Call Center Operators. The General Manager, Victor Delca has been in his present position for six years and has over 15 years of transportation experience.

Training and Certification

Call Center Operator Training – All Call Center Operators participate in mandatory training for one hour every two weeks. The training emphasizes customer service principles, including politeness, respect, helpfulness, timeliness, efficiency, thoroughness, effectiveness, and punctuality. It stressed that each operator must always project a positive attitude directed toward accommodating the needs of our customers.

Driver Training –All new-hire drivers are trained in a comprehensive program before they are allowed to service the needs of Regency Taxi, or its paratransit operations. Several of Regency's senior drivers serve as trainers. Newly hired drivers begin with an eight-hour classroom session where they are trained in:

- Safety concepts
- Sensitivity training
- Geographic areas
- ADA
- Proper use of the taxicab meter
- Inappropriate conduct
- Voucher programs
- Two-way radio use
- Use of smart (mobile) devices
- GPS navigation
- Map reading
- Door to Door service

Two hours of classroom time are devoted to sexual harassment training and sensitivity training, whereby drivers are taught how to effectively deal with situations requiring medical assistance or other urgent needs. Newly hired drivers are also trained in the door-to-door service requirements for paratransit operations. All Regency drivers - be they veteran or new-hire - are annually required to participate in two-hour *refresher training*.

Here is the list of items covered in Regency's training class:

- Safe driving
- Accident Reporting Procedure
  - Exchanging information
  - Report any incident immediately to Regency dispatchers
  - Written report filed same day
- Stands Location (checking on and off the stands)
- Regency Call Center (introduction, operation, procedures)
- Bidding, Radio Usage, and Devices
- Map Reading
- Manifest
- Assisting Passengers
- Introducing yourself to passengers, Door to Door protocol
- Meter Operation, Extras (credit card operation/meter)
- Credit Card Processing
- Car Maintenance (PMI e***very 4,000 mileage***, Maryland State Inspection, Emissions Inspection, as required)

Vehicle Inspections

The vehicles are inspected at the appropriate, regular intervals to satisfy state and county inspection requirements. In coordination with the Licensing Section of the Maryland Department of Inspections and Permits, Regency schedules the required bi-annual Maryland Safety inspections before the previous inspection has expired. With the use of its MRMS maintenance software, Regency Taxi and Accessible Taxi ensure that both in-house leased vehicles and owner-operator vehicles have current valid inspections during the entire term of

the contract. Regency will also ensure that state licensing and vehicle emissions are tracked and kept current using the same MRMS management system.

Regency Taxi and Accessible Taxi perform preventative maintenance activities to prolong the performance life of each vehicle. Throughout the life of this contract, preventative maintenance will be performed on all vehicles at, or in most cases, before, the vehicle logs 4,000 miles since its last preventive maintenance inspection. This interval is continued throughout the life of the vehicle, unless manufacture recommendations provide for a more aggressive maintenance schedule, or otherwise. When a PMI is performed, a staff designee is tasked with ensuring that a PMI Form, documenting successful completion, is executed and enters it into the MRMS maintenance module.

recommendations.

During the PMI, the following categories are checked thoroughly:

- Drive on inspection
- Interior circle inspection
- Exterior circle inspection
- Tire and wheel inspection
- Engine compartment inspection
- Battery inspection and service
- Under vehicle inspection
- Lubrication
- Road test
- Tune up
- Wheelchair/ramp inspections, where applicable.

Vehicle Cleanliness

The excellent appearance and cleanliness of Regency Taxi and Accessible Taxi vehicles will represent WMATA well throughout the industry. Every manager and employee of Regency is committed to ensuring that the fleet's cleanliness and overall appearance exceeds WMATA's expectations at all times. The exterior of each vehicle is washed weekly, while a detailed carwash, which includes interior cleaning and a more focused exterior wash, is performed once a month.

Vehicle Maintenance Software

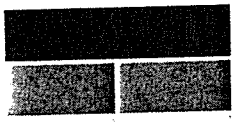
Regency Taxi and Accessible Taxi employ a proprietary maintenance software module, MRMS, which works in tandem with the proposed dispatch system[1] to ensure that all factory-recommended preventative maintenance is tracked and managed by the fleets' Maintenance Manager. Regency maintenance records are kept in both electronic and paper format. These records are also made available to the WMATA.

Vehicle Fleet

[redacted]

Regency Cab, Inc. directly owns and operates a taxi fleet in Montgomery County, Maryland. The size of its fleet has grown steadily and significantly over the years as indicated in the adjoining table. The Regency fleet has a wide variety of vehicles, including sedans, sport utility vehicles (SUVs), and mini vans. Moreover, it includes wheelchair and customized vehicles.

Accessible Taxi, Inc. is proud to be one of the first taxi companies in the world to receive Vehicle Production Group's (VPG) MV-1. The MV-1 complies with all paratransit requirements promulgated by the American with Disabilities Act (ADA). These new MV-1 vehicles comprise the entire fleet of Accessible Taxi and are presently operating in Prince Georges County.



Regency's and Accessible Taxi's initiative in bringing this new and exciting paratransit vehicle into area attests to the companies' dedication to innovation the transportation industry, as well as the companies' WMATA's service and progress in success.

Maintenance Facilities

Regency Taxi in Montgomery County has a large maintenance shop featuring four (4) drive-through bays with eight (8) vehicle lifts. The shop operates eighteen hours a day, except Sundays, when it is closed. At least eight (8) experienced mechanics are on-site at all times.

At Accessible Taxi in Prince George's County, the maintenance shop features three (3) drive-through bays with three (3) vehicle lifts. Both shops comply with OSHA, EPA and all other relevant state and federal rules and regulations. Regency Taxi and Accessible Taxi have a big inventory of parts in order to insure the minimum wait time for parts. Regency and Accessible Taxi will ensure all vehicles are kept clean and free of grime, rust, chipped paint, dents, and other body damage. In addition, we will ensure all windows, windshields, and mirrors are crack-free. In the case, a vehicle has body damage; the vehicle is placed out of service until repairs can be made.

EVALUATION CRITERIA FOR TAXI CONTRACTORS TO SERVE AS METROACCESS SERVICE PROVIDERS

Regency Taxi

I. OPERATIONAL CAPABILITIES
A. Operating methodology and use of technology
i. Reservations

Regency provides 24 hour/day, seven day a week call center operations. Reservation capability via phone, fax, or website. Currently Regency receives a daily manifest from the primary MACS contractor in a PDF file that is transferred to Regency's reservation program, MRMS. MRMS is capable of providing a shared ride routing of vehicles or demand response.

Accessible Taxi has the same capability.

ii. Dispatch and Scheduling
Vehicle tracking and wayfinding (i.e., GPS/AVL)
All Regency vehicles are equipped with smart devices that provide GPS service. Call center staff are able to track vehicles through AVL and drivers are provided voice navigational directions.
iii. In-Vehicle Systems (e.g., DriveCam, mobile data computers)

All Regency and Accessible Taxi vehicles are equipped with smart devices for dispatch purposes. Step by Step voice navigational directions are provided to the operator.

iv. Data verification and reporting

Passenger pickup and drop off information is performed contemporaneously, providing a time stamp of the actual time performed.

v. Staffing Plan
Regency has four supervisory staff and twenty call center agents. The General Manager, [redacted] has over fifteen years experience in transportation. The Call Center Supervisor, [redacted] has been with Regency for five years .Call Center staff receive 20 initial hours of training. Call Center staff receive one hour of mandatory training every two weeks to ensure a high quality of customer service.
B. Training and Certification –outline of driver training and hiring practices/requirements; must address the following:
i. MetroAccess Door-to-Door service

Call center staff are trained as to the purpose of MetroAccess, the physical location requirements and operator service requirements.

ii. Operator/Taxicab Driver Training
New Hires
In addition to the eight hours of the standard taxicab training, each MACS taxi driver receives three hours of additional training before he/she is certified by Regency as a MACS driver. The training includes:

- *WMATA's and Regency's missions*
- *American with Disabilities Act*

- *Customer sensitivity*
- *Inappropriate Conduct.*

Regency administrative staff review Taxi Operators' qualifications, training documentation, and receipt of a negative pre-employment drug test, before certifying that the Operator is qualified for MACS. Once certified the Regency dispatch staff is advised as to eligibility.

a. Door-to-Door training

b. Inappropriate conduct/sexual harassment training

c. Sensitivity training

Annual Refresher training

Regency conducts two hours of annual refresher training for MACS drivers. A

C. Vehicle Maintenance Plan

i. Preventive maintenance inspections – 6,000 mile intervals or less

Regency currently has a preventative maintenance schedule of every 4,000 miles.Other service intervals are per manufacturer guidelines. Vehicles are required to pass a Maryland Safety Inspection every six months,

ii. Vehicle Fueling and Washing Plan Vehicle Cleanliness schedule – daily, bi-weekly, monthly, and seasonal/periodic

All company vehicles are required to be cleaned at least weekly. Vehicles inspected for cleanliness weekly by staff..

iii. Vehicle maintenance recordkeeping (computerized maintenance program/software preferred)

Repair records are kept through MRMS(Mobile Resource management System) a computerized maintenance program. Hard copy files maintained throughout the life of the vehicle and retained at the maintenance office..

iv. Fleet mix

Regency Cab has 142 vehicles of which ten are ADA compliant accessible vehicles..

Accessible Taxi has fifteen MV-1 vehicles, which are ADA compliant.

v. Maintenance Facilities

Regency maintenance shop is 6600 square ft and there is a separate body repair shop that is 1500 square ft . Accessible has a 4000 sq ft maintenance facility. Both facilities are fully equipped to repair and service the fleet.

II. ABILITY TO MEET POLICY AND CONTRACT REQUIREMENTS

A. Operator Hiring Requirements

i. Motor Vehicle Record (MVR)

Preliminary Requirements

a. Must be at least 21 years of age

b. Must be able to read, write, and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries and to make entries on reports and records.

c. Must have five (5) years or more of recent domestic driving experience.

d. Must have a current valid domestic license in the District of Columbia, Virginia or Maryland.

Disqualifiers

a. No moving violations within the past year

b. No more than three (3) moving violations within the past three (3) years

c. No suspensions for moving violations in the past year

d. No DUI, DWI, OWI, or OUI

e. No refusal to test

f. No reckless driving tickets/moving violations within the past year

g. No leaving the scene

h. No use of a vehicle in commission of felony

i. Must not have a preventable major accident in the past three (3) years.

j. Must not have more than two (2) preventable accidents in the past three (3) years.

k. Must not have any serious traffic violations in the past three (3) years. Examples of serious traffic violations include: speeding -15 mph or more above the posted speed limit; reckless driving; improper or erratic traffic lane change; following the vehicle ahead too closely; and a violation arising in connection with a fatal accident.

Regency agrees to comply with MACS hiring requirements.
Accessible Taxi agrees to comply with MACS hiring requirements.

ii. DOT Requirements

Regency drivers are regulated by Montgomery County. Montgomery county requires a criminal background check and that each applicant passes a physical and a county test before receiving an identification card.

Accessible Taxi drivers are regulated by Prince Georges County.

There are no DOT driver requirements for either company.

iii. Criminal History Checks

Search criteria: Social security trace with local criminal searches (felony/misdemeanor); Nation-wide search and National Sex Offender search.

Disqualifiers

a. No felony convictions

b. No serious crime convictions in the past five (5) years

c. No Drug Convictions within the past (7) years

d. No violent or sexual convictions

e. No convictions against elderly, children or disabled

f. No convictions that pose a danger to passenger

g. No convictions that threaten the loss of property

h. No pending charges
Regency and Accessible drivers are screened by the respective county regulatory agency with respect to their criminal history. Each driver submits fingerprints which are checked against state and federal databases.

iv. FTA Drug and Alcohol Testing – applies to all safety-sensitive personnel including but not limited to taxi operators, mechanics and dispatch personnel.
Regency and Accessible agrees to requiring all safety sensitive personnel working on MACS to participate in it's Drug and Alcohol Abuse Awareness program. Regency's current FTA program has been in place for over four years. Regency uses Secure Medical and Concentra as collection sites. Regency receives test results from Escreen through a secure website.

B. Insurance
i. General Liability
$1,000,000/$3,000,000 per occurrence/aggregate or $2,000,000 combined single limit for Bodily Injury and Property Damage Liability
Regency and Accessible Taxi agree to comply with the insurance requirements. Currently, the companies carry $2,000,000 General Liability, $500,000 Automobile Liability, and $1,000,000 workers compensation.
Fire and personal injury/advertising liability in the amount of $1,000,000 respectively;
Premises Medical Payments in the amount of $5,000

Project Manager and WMATA shall be named as additional insured parties.
ii. Automobile Liability
Required minimum limits per accident/per injury/per property damage
a. In MD & VA: $100,000/$300,000/$50,000

b. In DC: $50,000/$25,000/$10,000
Project Manager and WMATA shall be named as additional insured parties.
iii. Workers Compensation
Part I – maintain coverage at the statutory levels

Part II – maintain coverage at the levels listed below
a. $1,000,000 – Each Accident

b. $1,000,000 – Disease Policy Limits

c. $1,000,000 – Disease Each Employee

BINDING LETTER OF INTENT
FOR TAXI SERVICE SUBCONTRACT

To: Regency Cab, Inc.
8210 Beechcraft Ave.
Gaithersburg, MD 20879
Attention: [redacted]

Date: August 9, 2012

The purpose of this Binding Letter of Intent by and between First Transit, Inc. ("First Transit") and Regency Cab, Inc. ("Subcontractor") (collectively, the "parties") is to evidence the parties' mutual binding good faith commitment to conclude a formal and definitive Taxi Service Subcontract ("Subcontract") for Subcontractor to provide taxi services for First Transit if and when First Transit is awarded a contract requiring it to provide taxi service by Washington Area Metro Transit Authority (the "Authority") pursuant to RFP No. CQ12169/KAM (the "Prime Contract").

The parties shall negotiate in good faith the Subcontract, which shall include without limitation, the following provisions:

1. EFFECTIVE DATE OF SUBCONTRACT: The effective date of the Subcontract shall have the same effective date as the Prime Contract.

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3. TERM, TERMINATION. The term of the Subcontract will be concurrent with the term of the Prime Contract, subject to earlier termination of the Prime Contract or as otherwise provided herein. In the event the Prime Contract is terminated for any reason, the Subcontract will likewise terminate. First Transit may terminate this Agreement: (i) for convenience upon thirty (30) days prior written notice to Subcontractor; (ii) immediately upon written notice if Subcontractor fails to perform the Services within the time and in the manner specified or breaches any other provision of the Subcontract; or (iii) immediately upon request of the Authority for any reason, without notice and without justification. Subcontractor will be entitled to payment only for Services satisfactorily performed on or before the effective date of termination.

4. PRIME CONTRACT. The provisions of the Prime Contract shall be incorporated by reference in the Subcontract. The Subcontract shall be subject to the Authority's consent. The Subcontract will at all times be performed in a manner which is consistent with and in furtherance of First Transit's obligations under the Prime Contract. Subcontractor will comply with all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government and any agency thereof which related to or in any manner govern the performance of the Prime Contract or the Subcontract. Subcontractor will also comply with all provisions of the Prime Contract which are expressly made

applicable to taxi service subcontracts, including, without limitation the Evaluation Criteria, which are attached hereto as Exhibit A.

5. FEES. Subcontractor shall charge First Transit $2.95 per mile, net payment 30 days, with an annual increase of 3%.

6. INDEMNIFICATION; INSURANCE. Subcontractor agrees to indemnify, defend and hold First Transit, the Authority and their respective agents, servants and employees harmless from and against any and all claims, damages, liability and expenses resulting from any act or omission of Subcontractor or any of its agents, servants or employees in connection with this LOI and the Subcontract. Subcontractor will maintain insurance in amount and form required pursuant to the Evaluation Criteria in Exhibit A hereto. Subcontractor will deliver to First Transit certificates evidencing such insurance prior to Subcontractor's commencing Services under the Subcontract.

7. NON-DISCLOSURE. Each party acknowledges that it and its employees or other representatives may, under the LOI or Subcontract, be exposed to or acquire Confidential Information of the other party. Each party agrees to use reasonable measures, no less stringent than those measures used by such party to protect its own Confidential Information, to protect the Confidential Information of the other party from disclosure to any third party. For purposes of this Agreement, "Confidential Information" means any and all non-public information (including all ideas, discoveries, concepts, know-how, trade secrets, techniques, designs, specifications, drawings, sketches, models, manuals, samples, tools, computer programs, technical information, and other confidential business, customer, member, client or personnel information or data) that is or reasonably could be regarded as confidential by, or proprietary to, the party (the "Disclosing Party") making the disclosure to the other party or its representatives (the "Receiving Party"), including information embedded in, contained in or related to other information disclosed by the Disclosing Party to the Receiving Party, whether or not marked as "confidential", "private" or otherwise, whether disclosed orally or in printed, electronic or other form or manner, whether disclosed in original form, copies or reproductions and whether disclosed by such Disclosing Party or its representatives. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a breach of this LOI or the Subcontract or any other agreement by the Receiving Party or its representatives, (ii) was lawfully within the Receiving Party's possession prior to being furnished by the Disclosing Party or its representatives, (iii) is or becomes lawfully available to the Receiving Party from a source other than the Disclosing Party, without any breach or violation of any non-disclosure or confidentiality agreement by the party disclosing such information to the Receiving Party or (iv) is independently developed by the Receiving Party without use of any of the Disclosing Party's Confidential Information. This LOI, the Subcontract, Prime Contract, and First Transit's proposal submission are Confidential Information.

8. MISCELLANEOUS

a. This LOI shall be governed by Ohio law, without reference to the choice of law principles applicable under Ohio law.
b. This LOI may be executed in counterparts, and by electronic or facsimile signature, which signatures shall be treated for all purposes as originals.
c. Each of the signatories hereto represents and warrants that he or she is duly authorized to execute this LOI, and to bind the party for which he or she is signing to the provisions hereof.

d. This LOI shall terminate upon the earlier to occur of (i) the execution of the Subcontract, (ii) the mutual agreement of the parties, (iii) upon a breach of any provision of this LOI that is not cured by the breaching party within fifteen (15) days of written notice thereof by the non-breaching party to the breaching party; (iv) if First Transit is not awarded the Prime Contract.

Your signature to this LOI in the space indicated below indicates your agreement to and acknowledgement of the terms and provisions of this LOI.

AGREED:

FIRST TRANSIT

By: _____

Name: _____

Date: _____

REGENCY CAB, INC.

By: [redacted]

Nam[redacted]

Date: 4-11-12

EXHIBIT A
EVALUATION CRITERIA

EVALUATION CRITERIA FOR TAXI CONTRACTORS TO SERVE AS METROACCESS SERVICE PROVIDERS

Taxi firms must submit written proposals demonstrating the following:

I. OPERATIONAL CAPABILITIES

A. Operating methodology and use of technology

i. Reservations

ii. Dispatch and Scheduling

Vehicle tracking and wayfinding (i.e., GPS/AVL)

iii. In-Vehicle Systems (e.g., DriveCam, mobile data computers)

iv. Data verification and reporting

v. Staffing Plan

B. Training and Certification –outline of driver training and hiring practices/requirements; must address the following:

i. MetroAccess Door-to-Door service

ii. Operator/Taxicab Driver Training

New Hires

a. Door-to-Door training

b. Inappropriate conduct/sexual harassment training

c. Sensitivity training

Annual Refresher training

C. Vehicle Maintenance Plan

i. Preventive maintenance inspections – 6,000 mile intervals or less

ii. Vehicle Fueling and Washing Plan Vehicle Cleanliness schedule – daily, bi-weekly, monthly, and seasonal/periodic

iii. Vehicle maintenance recordkeeping (computerized maintenance program/software preferred)

iv. Fleet mix

v. Maintenance Facilities

II. ABILITY TO MEET POLICY AND CONTRACT REQUIREMENTS

A. Operator Hiring Requirements

i. Motor Vehicle Record (MVR)

Preliminary Requirements

a. Must be at least 21 years of age

b. Must be able to read, write, and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries and to make entries on reports and records.

c. Must have five (5) years or more of recent domestic driving experience.

d. Must have a current valid domestic license in the District of Columbia, Virginia or Maryland.

Disqualifiers

a. No moving violations within the past year

b. No more than three (3) moving violations within the past three (3) years

c. No suspensions for moving violations in the past year

d. No DUI, DWI, OWI, or OUI

e. No refusal to test

f. No reckless driving tickets/moving violations within the past year

g. No leaving the scene
h. No use of a vehicle in commission of felony
i. Must not have a preventable major accident in the past three (3) years.
j. Must not have more than two (2) preventable accidents in the past three (3) years.
k. Must not have any serious traffic violations in the past three (3) years. Examples of serious traffic violations include: speeding -15 mph or more above the posted speed limit; reckless driving; improper or erratic traffic lane change; following the vehicle ahead too closely; and a violation arising in connection with a fatal accident.
ii. DOT Requirements
iii. Criminal History Checks
Search criteria: Social security trace with local criminal searches (felony/misdemeanor); Nation-wide search; and National Sex Offender search.
Disqualifiers
a. No felony convictions
b. No serious crime convictions in the past five (5) years
c. No Drug Convictions within the past (7) years
d. No violent or sexual convictions
e. No convictions against elderly, children or disabled
f. No convictions that pose a danger to passenger
g. No convictions that threaten the loss of property
h. No pending charges
iv. FTA Drug and Alcohol Testing – applies to all safety-sensitive personnel including but not limited to taxi operators, mechanics and dispatch personnel.
B. Insurance
i. General Liability
$1,000,000/$3,000,000 per occurrence/aggregate or $2,000,000 combined single limit for Bodily Injury and Property Damage Liability

Fire and personal injury/advertising liability in the amount of $1,000,000 respectively; Premises Medical Payments in the amount of $5,000
Project Manager and WMATA shall be named as additional insured parties.
ii. Automobile Liability
Required minimum limits per accident/per injury/per property damage
a. In MD & VA: $100,000/$300,000/$50,000
b. In DC: $50,000/$25,000/$10,000
Project Manager and WMATA shall be named as additional insured parties.
iii. Workers Compensation
Part I – maintain coverage at the statutory levels
Part II – maintain coverage at the levels listed below
a. $1,000,000 – Each Accident
b. $1,000,000 – Disease Policy Limits
c. $1,000,000 – Disease Each Employee

BINDING LETTER OF INTENT
FOR TAXI SERVICE SUBCONTRACT

To: Accessible Taxi
7902 Walker Mill Dr.
Capital Heights, MD 20743
Attention: [redacted]

Date: August 9, 2012

The purpose of this Binding Letter of Intent by and between First Transit, Inc. ("First Transit") and Accessible Taxi ("Subcontractor") (collectively, the "parties") is to evidence the parties' mutual binding good faith commitment to conclude a formal and definitive Taxi Service Subcontract ("Subcontract") for Subcontractor to provide taxi services for First Transit if and when First Transit is awarded a contract requiring it to provide taxi service by Washington Area Metro Transit Authority (the "Authority") pursuant to RFP No. CQ12169/KAM (the "Prime Contract").

The parties shall negotiate in good faith the Subcontract, which shall include without limitation, the following provisions:

1. EFFECTIVE DATE OF SUBCONTRACT: The effective date of the Subcontract shall have the same effective date as the Prime Contract.

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applicable to taxi service subcontracts, including, without limitation the Evaluation Criteria, which are attached hereto as Exhibit A.

5. FEES. Subcontractor shall charge First Transit $2.95 per mile, net payment 30 days, with an annual increase of 3%.

6. INDEMNIFICATION; INSURANCE. Subcontractor agrees to indemnify, defend and hold First Transit, the Authority and their respective agents, servants and employees harmless from and against any and all claims, damages, liability and expenses resulting from any act or omission of Subcontractor or any of its agents, servants or employees in connection with this LOI and the Subcontract. Subcontractor will maintain insurance in amount and form required pursuant to the Evaluation Criteria in Exhibit A hereto. Subcontractor will deliver to First Transit certificates evidencing such insurance prior to Subcontractor's commencing Services under the Subcontract.

7. NON-DISCLOSURE. Each party acknowledges that it and its employees or other representatives may, under the LOI or Subcontract, be exposed to or acquire Confidential Information of the other party. Each party agrees to use reasonable measures, no less stringent than those measures used by such party to protect its own Confidential Information, to protect the Confidential Information of the other party from disclosure to any third party. For purposes of this Agreement, "Confidential Information" means any and all non-public information (including all ideas, discoveries, concepts, know-how, trade secrets, techniques, designs, specifications, drawings, sketches, models, manuals, samples, tools, computer programs, technical information, and other confidential business, customer, member, client or personnel information or data) that is or reasonably could be regarded as confidential by, or proprietary to, the party (the "Disclosing Party") making the disclosure to the other party or its representatives (the "Receiving Party"), including information embedded in, contained in or related to other information disclosed by the Disclosing Party to the Receiving Party, whether or not marked as "confidential", "private" or otherwise, whether disclosed orally or in printed, electronic or other form or manner, whether disclosed in original form, copies or reproductions and whether disclosed by such Disclosing Party or its representatives. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a breach of this LOI or the Subcontract or any other agreement by the Receiving Party or its representatives, (ii) was lawfully within the Receiving Party's possession prior to being furnished by the Disclosing Party or its representatives, (iii) is or becomes lawfully available to the Receiving Party from a source other than the Disclosing Party, without any breach or violation of any non-disclosure or confidentiality agreement by the party disclosing such information to the Receiving Party or (iv) is independently developed by the Receiving Party without use of any of the Disclosing Party's Confidential Information. This LOI, the Subcontract, Prime Contract, and First Transit's proposal submission are Confidential Information.

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AGREED:

FIRST TRANSIT

By: _____

Name: _____

Date: _____

ACCESSIBLE TAXI

By: [redacted]

Name: [redacted]

Date: 12-11-12

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MIKE RADEMACHER

General Manager

First Transit

EXPERIENCE

First Transit, Inc.
2011–Present

General Manager — Johnson County, KS

- Management oversight the county's fixed route and paratransit program, including (5) direct reports 98 drivers, 10 mechanics, 2 road supervisors, and 7 dispatchers
- Instrumental in start-up business units and numerous business turnarounds with a successful track record of increasing productivity and ensuring continuous process improvements to substantially impact cost, revenue, and profitability
- Delivered unsurpassed service excellence with clients
- Assessed competencies and executed plan to reduce overall cost and expense

First Transit, Inc.
2007–2011

Director of Operations — Olathe, KS

- Oversee operational aspects of projects in OH, KS and MO, with budgets totaling $24MM, more than 318 vehicles, and 487 employees
- Serve as a customer liaison and build community relationships
- Focus on start-up and ongoing quality control
- Direct service implementations, including contract negotiation and administrative coordination
- Ensure effective, efficient location performance and periodic operational analysis for compliance with corporate policies/procedures
- Oversee projects including risk management, labor negotiations, and operations management including accountability for driver training, vehicle maintenance, safety programs and financial management
- Monitor staff performance

[redacted]
2004–2007

Area General Manager [redacted]

- Oversaw operational aspects of projects in IL, OH, IN, KY, KS, and MO, with budgets totaling $29MM, more than 475 vehicles, and 750 employees
- Served as a customer liaison and build community relationships
- Focused on start-up and ongoing quality control
- Held responsibility for service implementations, including contract negotiation and administrative coordination
- Ensured effective, efficient location performance and periodic operational analysis for compliance with corporate policies/procedures.
- Oversee projects including risk management, labor negotiations, and operations management including accountability for driver training, vehicle maintenance, safety programs and financial management
- Monitor staff performance

[redacted]

2001–2004 **District Manager** [redacted]

- Led the start-up and provided oversight of the Paratransit Brokerage services for the state of Florida
- Oversaw six direct reports managing three full service call center operations and two vehicle operations, including $31 million budget and profit and loss, direct business process, performance and accountability for seven contractors totaling an additional 160 employees and 126 vehicles
- Developed region from one contract valued at $2 million in 2001 to three contracts valued at $31 million by 2003, by providing quality service which spread throughout the region
- Improved Orlando operation from an average loss of $250,000 per month to meeting budgetary requirements
- Implemented organizational improvement initiatives including specific training and monitoring systems, technology enhancements, and customer comment tracking system

[redacted]

1997–2001 **Director, Paratransit & Contractor Services** [redacted]

- Provided innovative strategies and business solutions to build value and strengthen the service and delivery of the paratransit operation
- Accountable for $8 million P&L
- Created and deployed a formalized business structure throughout the organization, including development of a standardized policy and procedure manual highlighting the agency's best practices model and expectations of work and specifications for the procurement process for the brokerage system
- Combined achievements in day-to-day operations, resulting in a 69% increased ridership (from 650 to 1100 rides per day), improvement on on-time pickup to above 95%, and an 80% improvement in monthly complaints
- Evaluated service/delivery costs/expense, and recommended the consolidation of 2 different operating facilities
- Initiated the competitive bid process and led the successful consolidation project saving $80,000 in annual operating costs
- Researched, selected and negotiated $5 million contract to deploy Mobile Data Terminals (MDTs) and Automatic Vehicle Locators technology

[redacted]

1987–1993
1994–1997 **Project Manager** [redacted]

- Directed turnaround strategies and operational management of two facilities in Chicago
- Assessed competencies and executed plan to reduce overall cost and expense throughout the region
- Reducing monthly complaints from 80 to less than 20.
- Brought small body shop repairs in-house resulting in an additional $20,000 savings per year

[redacted]

1993–1994 **Assistant General Manager** [redacted]

- Partnered with the management leadership team to restructure organization to achieve a high level of operational and productivity performance
- Rationalized 17 different carriers and transitioned services from a decentralized system into a fully integrated transportation service provided.
- Centralized system reduced costs nearly $2 million

[redacted]

First Transit

Division Manager

EXPERIENCE

First Transit
2009–Present

General Manager — Various Locations

- Responsible for all phases of daily operation for various First Transit locations, including paratransit systems in Savannah, GA, New Jersey and Licking County, Ohio.
- Extensive experience with Trapeze scheduling system.
- Responsible for policy development, budget management, customer service, process improvement, vendor relations, team leadership/training and labor relations.
- Assisted Human Resource Department and Safety Department in location audits of personnel/safety records in preparation for internal and outside audits in Union NJ, Howard MD, and Pittsburgh PA.
- Served as Training Manager Consultant for Safety Manager in Union, NJ.
- Assisted in all phases of startup locations and shutdown procedures for new and lost contracts in Savannah GA, Coral Gables, Fl and Carey, NC.
- Responsible for maintenance, reservations, scheduling and dispatch teams.
- Direct accountability for all monthly reports to include monthly client meetings.
- Currently responsible for shuttle operations in Miami, FL.

First Transit
2002–2009

Assistant General Manager — Richmond, VA

- Direct oversight of field service operations with responsibility for a staff of 70 drivers and 20 support personnel (dispatch, scheduling, road supervision).
- Direct accountability for revenue performance, quality, and reliability.
- Achieved improvement in "on-time" performance, from 85-89% to 90-94%, leading to client contract renewal.
- Received expansive training and coordinated the retraining of all staff during upgrade of Trapeze and Navi-tran scheduling software.
- Attained significant enhancements in employee morale as well as reduced OTJ injury, lost time and attrition rate.
- Worked closely with the General Manager and executed established operational budget 30% ahead of plan.
- Reduced passenger complaints by 90% ultimately leading to a reduction in nonperformance penalties from our client.
- Restructured driver schedules to improve over-time cost, resulting in a yearly savings of $240k.

[redacted]
2001–2002

Regional Field Manager [redacted]

- Ensured quality of operations for multiple contractors throughout the Greater Richmond Area through fields visits
- Monitored contractors, customer service, on-time performance,

[redacted]

Division Manager

maintenance program and overall contractual compliance, through on site audits and inspections.
- Coordinated with area agencies to ensure service standards were met.

[redacted]

1997–2001 Customer Service Manager

- Supervised reservationists, dispatchers, and schedulers.
- Direct oversight of customer service and community outreach.
- Planned and executed service improvement initiatives for call center resulting in a decrease in customer hold-time.

[redacted]

1986–1997 Research Specialist

- Investigate and research all encoding errors, missing deposits, and calculating interest for account holders ensuring to settle out all payment processing by the end of the day.

[redacted]

First Transit

Division Manager

EXPERIENCE

First Transit, Inc.

2010–Present **Assistant General Manager** Washington, DC

- Provides direction and management of subordinate staff to include an Operations Manager, 22 Field Supervisors, 7 Dispatchers and 149 Operators providing fixed route bus service in the Washington DC Metropolitan Area.
- Responsible for the overall operation of the service ensuring the contractual timeliness of transportation while identifying areas of default, recommending improvements as well as planning and organization.
- Responsible for managing the department budget and utilization of resources in the application of operational procedures for providing public transportation.
- Responsible for department wide compliance with the recognized Collective Bargaining Agreement (CBA) including the grievance and arbitration processes.
- Oversight of all disciplinary processes, hiring, training and development of Operators, Supervisor and Dispatchers.
- Management of objectives and quotas related to schedules, manpower, and vehicle usage and service performance.
- Program development, implementation and management for continued improvement of an effective and safe transportation system.
- Must provide daily, weekly and monthly reporting and forecasting for budget, explaining variances and taking corrective and appropriate actions where needed.
- Development and implementation of Run Cuts for bid by unionized operators as required by the CBA.
- Responsible for adequate manpower, vehicles, scheduling, overtime, budget and all other HR related issues.
- Ongoing instruction and coaching in areas such as compliance with ADA Regulations, ADA Sensitivity, monitoring of CDL and DOT regulations and expirations, customer focus and the art and challenges of providing public transit.
- Administrator of Attendance, FMLA , WC and Transitional Duty programs at the location.

[redacted]

2010 **Director of Call Center Operations** [redacted]

- Direct report to the Project Manager of Operations.
- Continued responsibility for the design of Call Center operations to include: set up of AVAYA call flow, scripting for end user, setting agent priorities, setting of thresholds and compliance tools, design of end user IVR, set up, design and training for specific CMS Reporting, design, training and implementation of NICE Monitoring modules.
- Continue to make recommendations for improvements in call quality, software usage, monitoring tools and other requirements needed to meet user responsibility and customer retention.

[redacted]

Division Manager

- Management and direction of overall call center staff including 4 departments of 161 union employees and 15 subordinate managers and supervisors providing On Demand public transportation.
- Provide direction for the scheduling and performance of 9000 plus trips daily, using over 300 vehicles and over 500 Operators in a 24 hour operation.
- Responsible for department wide compliance with the recognized (CBA) Collective Bargaining Agreement.
- Enforcement of all office policies and procedures.
- Oversight of all disciplinary processes, training and development.
- Management of objectives and quotas related to schedules, manpower, call intake, vehicle usage and service performance.
- Responsible for managing the department budget and utilization of resources in the application of operational procedures for providing public transportation to the disabled community.
- Program development, implementation and management for continued improvement of an effective and safe Paratransit transportation system.
- Daily communication with several sub-contractors, internal departments and vendors, securing partnerships in developing customer focus.
- Provide leadership and strategies on multiple levels including succession planning and incentives for cohesiveness among the management staff and sub-contracts which assist MV with providing over 9500 scheduled trips throughout the Washington DC Metropolitan Area.
- Ensure adequate vehicles and manpower to meet compliance with on time performance, trips per hour, on board limits and capacity. Focus is always on reaching a level of customer service that is above expectation to both our internal and external customer.
- Compilation of multiple reports and presentations for senior management, public forums and archiving to allow for review and forecasting of past, present and future service.
- Promote the mission and core values of the organization on all levels subordinate to me.

[redacted] [redacted]

2009–2010 **Manager of Call Center of Operations**

- Consulting with Senior Executive team for Call Center functionality governed by grants, state laws, settlement processes and internal policies and procedures.
- Responsible for the design of Call Center operation to include: design and set up AVAYA call flow, scripting for end user, Setting agent priorities, setting of thresholds and compliance tools, design of end user IVR, set up, design and training for specific CMS Reporting tools, design, training and implementation of NICE Monitoring modules.
- Assist with the management of the daily operations of call center personnel.
- Enforcement of and implementation of department policies and procedures, company mission and Local ATU Collective Bargaining Agreements.

[redacted]

Division Manager

- Assist with discipline and reinstruction through coaching and counseling.
- Responsible for the functions and personnel of 4 departments (Reservations Call Intake, Dispatch, Quality Assurance and Scheduling) tasked with providing transportation services for the disabled community in select counties of Maryland, Virginia and the Washington DC metropolitan area.
- Provide supervision and management of personnel processing more than 3000 calls per day and over 9000 On Demand trips throughout DC, MD and VA.
- Direct oversight of the hiring and training processes, personally conducting interviews and portions of the orientation and training for new employees.
- Creation of daily, weekly and monthly reporting on call center stats to senior management staff with corrective action plans when necessary.
- Daily monitoring and analyzing of real time and historical data to identify individual agent and overall employee practices which impact the ability to meet daily performance goals.
- Providing coaching and counseling and improved procedures when necessary.
- Focus on meeting customer needs while fulfilling the obligation to complete established quotas and compliance requirements.

[redacted]

2006–2009 **Superintendent of Paratransit Services** [redacted]

- Direct report to the Deputy Director of Paratransit services
- Acted as the Project Manager Consultant for the successful move of the Call Center from its previous location to a start of the art facility.
- Responsibilities included the full project scope of the 2.8 million dollar budget oversight, purchasing of all Call Center equipment (phones, monitors, cubicles and other equipment. Partnering with local state agencies and facilities for Fiber Optic design and build out. Design of Call Flow, queuing, scripting and agent priorities.
- Design, set up and training in Call Center monitoring for quality control, continued consulting with various departments for efficient use of skills learned and successful implementation according to MBE and grant writing.
- Make recommendation for improvement, change, additional training or purchase of other modules within the software.
- Management of a staff of 58 Reservation Agents, 57 Operators, an office staff of three (3) Supervisors and one (1) Assistant Superintendent.
- Effectively interpret and administer Local 1300 and Local 2 contract guidelines as well as general policies and procedures under the Maryland Department of Transportation's TSHR and Human Resources authority.
- Interpret reports to determine compliance with established thresholds, call volumes and lengths, identifying service trends, service goals and customer service needs through evaluation of call queues, complaints and live monitoring of customer calls.

[redacted]

Division Manager

- Responsible for adequate manpower, vehicles, scheduling, overtime, budget and all other HR related issues.
- Ongoing instruction and coaching in areas such as compliance with ADA Regulations, ADA Sensitivity, monitoring of CDL and DOT regulations and expirations.
- Continue team building strategies, coaching and counseling and succession planning.
- Responsible for always promoting customer focus and satisfaction.
- Maintain a friendly and professional relationship with departments throughout the agency such as the Office of Training and Development, Bus Maintenance, Service Development, Bus Operations, Human Resources, Labor and Relations, Medical Service and more to achieve any level of success as a Superintendent of Paratransit Services.

2002–2006 **Supervisor of Bus Operations Street** [redacted]

- Daily monitoring of local bus service throughout Baltimore City, Baltimore County and Anne Arundel County to ensure on-time performance of service and customer satisfaction.
- Investigation of bus accidents to include injury, non-injury, property damage and fatalities.
- Development and implementation of suggestions for planned and unforeseen service disruptions.
- Work in conjunction with each of the four (4) Bus Divisions to assist with shortages of manpower and/or equipment to minimize the impact on customer needs and service operation.
- Created daily reports to advise upper management of any outstanding service issues needing to be addressed.
- While working in the Bus Operations Control Center there is constant and effective communication with an Operator using both the open air frequency and the computer equipment and software provided for assistance with monitoring service.
- Responsible for coordinating all first response efforts for any emergency medical or otherwise and communicate that information to management and the responding on-scene-coordinator.

1995–2002 **Bus Operator** [redacted]

- Responsibilities involved the use of a motor coach to provide safe and courteous transportation to customers of MTA's local bus service throughout Baltimore City, Baltimore County and Anne Arundel County.
- Collection of fares and issuance of fare tickets.
- Respectful communication must be maintained with the Bus Operations Control Center to provide information in reference to service disruptions, equipment failures, customer concerns, emergencies and on time performance.
- Adherence to the policies and procedures of the Maryland Transit Administration and Local 1300 Union Contract is required.

[redacted]

Division Manager

EDUCATION

UMUC Hyattsville, MD

ACCOMPLISHMENTS

- Assisted in the planning and presentation of the 3rd Annual Secretary's Conference on Accessible Transportation.
- Implementation of the Meet the Manager Outreach Program for MTA's Paratransit customers.
- Served as Project Manager of the successful multi-million dollar move of the MTA's Paratransit Division, including the Call Center, Mobility Operations Control Center and Certification Office from its previous home to a new facility.
- Served as one of the MTA's Ambassador of the 2005 National APTA Conference in Dallas, Texas.
- Licensed as an instructor for Managing Customer Contacts in a call center under the International Call Center Management Institute.
- Assisted with Labor Relations contract negotiation procedures through an initial in-depth study of Local 1300 practices offering proposals for improved operating procedures as regards hiring practices, scheduling, run structures, discipline practices and other office policies suggested to be written into contract.
- Co-authored the Subscription Transportation and No Show Policies with the Operations Manager for Washington Metropolitan Area Transportation Authority.
- Re-designed the Telephone Script for Reservations Department to reduce Talk Times during the booking process for reservations at the MV Call Center.
- Re-designed the Quality Monitoring forms to make certain that our team is focusing on detailing and grading call processes in the critical areas necessary at the MV Call Center.
- Member of COMTO Conference of Minority Transportation Officials. Served as guest host for MV Transportation at the 2010 conference in Ohio.

[redacted]

First Transit

Operations Manager

EXPERIENCE

[redacted]

[redacted]

2002–Present **Program Manager, Drug & Alcohol Service Coordinator**

- Oversees Paratransit Operations for a service that averages 3,000 trips a day.
- Perform accident investigations.
- Develop driver training programs.
- Test and train drivers.
- Review scheduling using Trapeze.
- Monitor transit contracts for Palm Beach County.
- Perform customer service investigations.
- Assist in audits of vendors.
- Act as lead for all Federal Transit Agency audits for the Drug and Alcohol Program.
- Solve problems to improve the transit service.
- Worked to improve scheduling efficiencies.
- Part of transition team when the agency implemented Trapeze.
- Special emphasis placed on customer service, dealing with clients to investigate their complaints and insure that they understood the scope of operations.
- Acted as a lead during Hurricane Frances (2004), Jeanne (2004) and Wilma (2005), activated the Special Care Unit shelter for individuals with Special Needs. Coordinated pickups and drop-offs of over 1,200 individuals through Palm Beach County's paratransit service, Palm Tran Connection. Coordinated vehicles for food delivery, shelter transportation and evacuation.

[redacted]

1993–2002 **Risk Management Specialist**

[redacted]

[redacted]

1990–1992 **2nd Lt. Training Company**

EDUCATION

Florida State University — Tallahassee, FL
Master's, International Development
Bachelor's of Science, Political Science

Indian River State College — Ft. Pierce, FL
Associate's in Arts, Political Science

[redacted]

Operations Manager

AFFILIATIONS

Florida Department of Transportation Disadvantaged Steering Committee
Member

Federal Emergency Management Agency
Disaster Assistance Generalist, member of Surge Team

AWARDS AND RECOGNITIONS

Completed National Transit Institute Paratransit Management and Operations Course

Completed FEMA Professional Development Series

Completing Certificate of Emergency Management through Palm Beach State College

[redacted]

First Transit

Operations Manager

EXPERIENCE

[redacted]

2012–Present **Independent Consultant/Contractor** [redacted]

- Service Change
- Pull out operation observations and recommendations

[redacted]

2011–2012 **Independent Consultant/Contractor** [redacted]

- Responding to customer concerns
- Passenger Assistance while riding the bus
- Safety Program Suggestions
- Safety, Risk, Security & Training dept analysis and recommended restructure
- Driver Training

[redacted]

2009–2011 **Transit Supervisor** [redacted]

- Oversight of the City's central dispatch and the ADA department within the Transit Division.
- Daily operational and performance oversight of the City's service contractors
- Contract compliance oversight of a 70-bus fixed route system
- Monitored the operation of the 48-bus paratransit system
- Monitoring of the commuter service to Denver
- Compliance oversight of 6 different city contracts with other human service providers
- Purchase oversight of nearly $2 million
- Monitored the upkeep of 4 facilities, vehicle maintenance and appearance.
- Worked in conjunction with Transit System Manager and city staff, ensuring system standards were met

[redacted]

2007–2009 **General Manager** [redacted]

- Liaison for the service contract between First Transit and Chatham County Georgia County Commission.
- Improved on-time performance and incident investigations through the procurement
- Oversaw implementation of scheduling software and installation of surveillance cameras
- Improved fleet appearance
- Negotiated a successful union contract in 3 days
  Preparation and forecasting of budgets and accruals
- Successfully achieved and maintained financial goals
- Maintained high on-time performance, low AFR and high employee

[redacted]

Operations Manager

retention while communicating effectively with both the client and passengers

[redacted] [redacted]

2005–2007 **Supervisor/Dispatcher**

- Assisted in the successful implementation and start-up of new service
- Responsible for route performance and safety concerns of drivers and the public
- Performed accurate accounting of the terminal operation with regards to ticket sales and cash reconciliation.

[redacted] [redacted]

1983–2003 **Center Supervisor**

- Responsible for 27 employees
- Supervised a workgroup of approximately 60 employees and 2 supervisors in the absence of the manager
- Aided the Industrial Engineering department in doing time studies for routes in the Denver Metro and Pueblo areas
- Trained personnel in all aspects of service delivery and loading while keeping safety a priority
- Resolved customer complaints
- Supervised and trained dispatchers in daily operational procedures
- Co-responsible for the efficient delivery and pick- up of over 15,000 parcels daily
- Responsibilities included oversight of operations which encompassed scheduling, and dispatch functions

EDUCATION

Bachelor of Science in Manufacturing Engineering Technology

Minor in Business Administration

Colorado State University, Pueblo, CO

[redacted]

First Transit

Mainteance Manager

EXPERIENCE

[redacted]

2007–Present **Operations & Maintenance Manager** [redacted]

- Responsible for providing public transportation within the Atlanta airport concourses
- Oversee the automated guide way & vehicle system operation and maintenance functions to provide delivery of continuous passenger transportation in the underground terminal that connects the seven airport terminals
- Provide team leadership and direction to a work force of 91 employees who support the daily inspection, repair and scheduling of the operation & maintenance of the automated guide way system and 49 automated track vehicles
- Planned and developed long and short projects to ensure the delivery of safe and clean vehicles to the riding public
- Developed policies and procedures to ensure employee safety and the
- Improved vehicle reliability by 35%
- Improved employee moral by implementing incentive programs with employee input and participation
- Coordinated Automatic Train Control System upgrade and participated in the coordination of the system expansion project
- Developed Supervisors Training Program and Handbooks
- Developed an information data book for monthly contract obligations

[redacted]

2004–2006 **Director of Rail Car Maintenance** [redacted]

- Vehicle Maintenance of a fleet of 338 rail cars running 22M annual miles
- Directed and controlled the activities and operations related to all aspects Rail Car Maintenance, including the implementation of programs and projects that provide car availability and performance reliability to meet the needs of the riding public and the goals of the MARTA
- Directed and controlled the quality of maintenance performed on the rail cars activities to ensure public and employee safety and attaining equipment reliability standards.
- Planned, developed, and implemented long and short range programs and strategies based on the Authority's Strategic Plans, goals and objectives.
- Developed and implemented policies and procedures to support the goals of the Authority.
- Responsible for a staff of 294 employees and the administration of an annual operating budget of approximately $19M.
- Implemented a door enhancement program that resulted in a 60%
- reduction in door related incidents in revenue service.
- Implemented an air brake enhancement program that reduced failures in revenue service by 70%.
- Implemented shop and employee safety programs that has reduced lost time accidents for 5 consecutive years.

[redacted]

Maintenance Manager

- Implemented a fleet performance reliability enhancement program that reduced offloads from 200 per month to 56 per month, improved on time performance from 82% to 91%, increased rail car availability from 178 to 200 cars daily and improved the mean distance between failures from 8,000 to 11,000 miles.
- Improved car appearance and customer satisfaction by implementing a carpet replacement program on the rail cars. New carpet was installed on 160 rail cars.
- Reduced the overall operation budget by implementing troubleshooting and computer diagnostics training programs which reduced the cost of component replacements and reduced the overtime required to maintain the fleet, resulting in a 12% reduction in material usage.

2001–2004 **General Superintendent of Rail Car Maintenance** [redacted]

- Responsible for the administration of an annual operating budget of $10,324,269.
- Directed a staff of 183 including two superintendents and eight supervisors that performed maintenance and inspection of 338 rail cars.

1999–2001 **Superintendent, Rail Car Maintenance** [redacted]

- Responsible for administrating and supervising of Rail Car Maintenance branch activities.
- Initiated and maintained a new preventative maintenance program for a fleet of 238 CQ 310 and CQ 311 rail cars

[redacted]

1992–1999 **Deputy Superintendent, Inspection/Car Desk Operations** [redacted]

- Managed the maintenance, repair and scheduled inspection of a fleet of 474 R29, R36, R62A rail cars for a daily service requirement of 390 cars.
- Managed twenty-four hour car desk operations and providing safe, clean and reliable subway cars for revenue service.
- Directed maintenance procedures and allocated resources for maximum productivity.

[redacted]

1981–1986 **Unit Manager, Associate Engineering Technician, Road Car Inspector**

- Managed the development of technical documentation.
- Performed the review of critical analysis, record drawings and instituted field modifications on rail car equipment.
- Revised maintenance procedures for the effective repair and inspection of revenue and non-revenue equipment.
- Responsible for development and instituting quality control procedures for shop maintenance and inspection programs for subway cars.
- Responsible for investigating door safety related incidents.
- Researched and instituted field modifications, new product reliability and

vendor compliance with transit authority requirements.

[redacted]

1976–1981 **Field Service Engineer and Service Manager**

- Managed field service operations.
- Tested equipment reliability of computer controlled high voltage power supply systems.
- Performed field servicing of equipment and modification to enhance system operation.

[redacted]

1970–1972 **Aviation Fire Control Technician**

- Managed field service operations.
- Tested equipment reliability of computer controlled high voltage power supply systems.
- Performed field servicing of equipment and modification to enhance system operation.

[redacted]

First Transit

Maintenance Manager

EXPERIENCE

First Transit

2008–Present

Director of Maintenance, Maintenance Manager SEPTA

- Start up and run union shop for 160 vehicles that operates 24/7/365 for SEPTA
- Instituted Cost Savings Initiatives including:
  $64k savings over 3 years by adjusting tune up schedule
  $15k/year in coolant change scheduling
  $11k/year in stripped returning vehicles
  $7k/year in towing savings
- Took over fleet of medium and heavy diesel vehicles, improved vehicle availability, and reduced road-calls by 95%.
- Turned around client (NJT), attitude toward company by drastically reducing road calls for 40 buses of which 3-4/day were towed to within 6 months 0 road calls.
- Maintenance department P&L and KPI responsibility.
- Manage budget of $26k/month for parts & $1.8 million annually (wages, benefits, parts etc.)
- Member of Maintenance Steering Committee.
- Assisted with two other new contract shop start-ups in the region.
- Successfully developed employee from shop foreperson to maintenance manager, trained three new maintenance managers in region.

[redacted]

2007–2008

Maintenance Manager

- Decreased road calls by 50% and restored client confidence in the operation of the maintenance department.

[redacted]

2004–2006

Service Manager

- Supervised 15 to 20 Lead persons, Service Writers, Mechanics, road mechanics, and fabricators on two shifts in a fast-paced independent repair facility.
- Responsible for all aspects of running mechanical shop including P & L and shop expenses, mechanic hiring, training and discipline, customer service, billing and some receivables.

[redacted]

1992–2004

Maintenance Manager, First Class Diesel Mechanic, Third Class Diesel Mechanic

- Assisted with design and implementation of new backshop performing brake relines saving the company several hundred thousand dollars per year.
- Designed and implemented new scope of work for vehicle overhaul in my department.

[redacted]

Maintenance Manager

- Procured, tested, and installed new style air dryer on vehicles saving $150,000 in costs over 4 years.

RELATED EDUCATION & CERTIFICATIONS

ASE Medium/Heavy Truck Certifications in Brakes, Suspension/Steering and Preventive Maintenance Inspection.
IMACA Certified
PA class 7 inspection license
CDL class A
WABCO ABS
Certified Powered Industrial Truck trainer
NTI Rutgers: Effective Supervision in Transit
Models for Management Training Program
Collaboration and Conflict in the Workplace Training Program

MATTHEW S. WOOD

Senior Vice President – East Region

First Transit

EXPERIENCE

First Transit, Inc.

2009–Present **Senior Vice President – East Region** Cincinnati, OH

- Responsible for fulfillment of contracts in the East Region, which includes over 2,000 vehicles and more than 3,500 employees in the eastern United States
- Provide executive oversight of all operational, administrative, and financial functions for each of the more than 50 transportation contracts, including fixed route, ADA compliant, county-wide demand response, and deviated fixed route, social service agency clients; non-emergency Medicaid recipients; Head Start program enrollees; airport employees and patrons; corporate staff; university students and faculty; and inmates and parolees
- Supervise a regional support team whose duties include financial oversight, forecasting, budgeting and budget adherence, and bid development; safety and training administration and supervision; vehicle maintenance; human resources and labor relations; and operational analysis and oversight

2008–2009 **Senior Vice President**
Transportation Management Services Division

- Led the Transit Management Division including over 55 transit and paratransit contract locations with more than 6,000 transit agency employees and annual ridership of over 127 million
- Managed and oversaw transportation call center contract business including paratransit, non-emergency Medicaid, and SafeRide
- Oversaw a field management team consisting of Region Vice Presidents, Area Vice President, Region Finance Director, and Directors of Operations
- Served as member of the Executive Management Committee

2003–2008 **Vice President – Transportation Services Group**

- Oversaw of ADA and non-emergency Medicaid call center contracts including New York City's paratransit call center, Denver's RTD paratransit call center, State of Connecticut's non-emergency Medicaid transportation call center, State of Illinois' non-emergency Medicaid trip approval call center, and Arlington County Virginia's specialized transportation call center

2001–2003 **Project Manager**

- Held responsibility for the day-to-day management and staffing of the New York City ADA Paratransit Call Center
- Managed 255 employees and a five-person, on-site management team

[redacted]
1997–1999 **Manager of Technical Services** [redacted]

- Directed management and oversight of the paratransit scheduling functions for an ADA paratransit call center contract with the New York City Transit Authority
- Functioned as interim project manager of a staff of 110 and a budget of $4.5 million during the project manager's absence
- Analyzed and presented data relative to on-time performance, productivity, trip completion, demand, and denial trends
- Recommended operational policies and procedures based on analytical data that increased efficiencies and enhance day-to-day operations
- Trained and supported schedulers on the automated software program
- Maintained a close and productive relationship with the client management personnel
- Complete working knowledge of the Trapeze Pass software (DOS)

[redacted]
1995–1997 **Scheduling/Operations Manager** [redacted]

- Supervised a staff of five schedulers and one scheduling supervisor and managed and oversaw 11 transportation subcontractors
- Managed the scheduling process for approximately 2,800 trips a day to elderly, disabled, and economically disadvantaged residents
- Maintained paratransit/fixed route coordination effort in accordance with the Americans with Disabilities Act
- Assisted the Project Manager in determining future vehicle fleet requirements and replacements
- Assigned and revised vehicle placements into specific service areas based on actual and forecasted demand summaries
- Presented transportation funding recommendations to the Department of Elderly Affairs based on travel demand summaries
- Served as liaison between reservations/customer service and the riders or their sponsoring agencies

[redacted]
1993–1994 **Staff Assistant** [redacted]

EDUCATION & CERTIFICATIONS

Rhode Island College Providence, RI
BA English

Northeastern University Boston, MA
Communications

National Transit Institute, Rutgers University New Brunswick, NJ
Certified in ADA Eligibility Determination

TIM MCCANN

Region Vice President

First Transit

EXPERIENCE

First Transit, Inc.

2009–Present **Region Vice President**

- Oversee 30 transit operations throughout the Eastern US, including Fixed Route, Paratransit, University Shuttle, Airport Shuttle, and Corporate Shuttles
- Monitor location performance standards through key performance indicators while also ensuring proper support is provided at the local level via First Transit's extensive corporate resources
- Ensure corporate, client, employee, and customer relations are held to a high standard while meeting all contractual and regulatory requirements

2007–2009 **Region Director of Operations**

- Oversaw operational support, operational analysis, technical support, client and employee relations, fiscal management and other standard operational duties across the entire East Region for First Transit
- Identified operational issues, developed procedural resolution, analyzed operating and financial reports

[redacted]

2006–2007 **Business Development Manager** [redacted]

- Held sole responsibility for direction and performance of all business development for transit contracts across 21 states in the eastern United States
- Researched and developed new business opportunities through site visits and conferences
- Directed sales strategy through soliciting, formulating proposal direction, and developing pricing for perceived operational needs
- Managed processes including personnel recruitment, acquisition of facility property, vehicle procurement, and ensured that insurance, legal and human resource needs were met
- Wrote technical proposals

2005–2006 **Systems Implementation Manager** [redacted]

- Developed, implemented, and supported new technologies and operational procedures into operations to foster efficiency and customer service improvements
- Developed and implemented operational procedures based on integrating Company policy, governmental regulations, contractual obligations, customer service, and best operational practices
- Focused on Laidlaw's proprietary software, Navigator
- Implemented software and training, and ensured future enhancements were developed around operational need

2002–2005 **District Manager** [redacted]

- Provided oversight of Laidlaw's public operations throughout North Carolina, South Carolina and Virginia, encompassing nearly 225

vehicles and 300 employees
- Served as customer liaison and ensured operations meet or exceed customer expectations regarding service quality, efficiency and productivity
- Managed budget responsibilities of $11 MM
- Performed contract appraisals including fleet maintenance

1999–2002 **District Manager** [redacted]
- Managed all aspects of the day-to-day operation of a 98-vehicle, paratransit, and Welfare-to-Work project
- Controlled all administrative functions including a $4.7 million budget, payroll, and record keeping and customer reporting
- Oversaw effective recruitment, hiring and training of all personnel
- Managed dispatch and scheduling functions to ensure service quality and maximization of resources
- Oversaw vehicle maintenance
- Proficiently used Trapeze Pass Windows software system and Crystal Reports

1997–1999 **Project Manager** [redacted]
- Similar duties as described above for a fleet of 51 vans operating a paratransit and community transportation system
- Served as County Transportation Coordinator for the County of Durham, responsible for the financial and operational administration of the County's Community Transit system
- Wrote funding grant for federal, state and local money for capital and operational funds; served as the administrator for those funds

[redacted]

1995–1997 **District Manager** [redacted]
1994–1995 **Area/General Manager**

EDUCATION

Syracuse University
BA Economics
BA Policy Studies

CERTIFICATIONS

Gallup Organization
Laidlaw Driver Perceiver Specialist

Transportation Leadership Development Training

PAUL MEREDITH

Regional Director of Safety

First Transit

EXPERIENCE

First Transit, Inc.

2003–Present **Regional Director of Safety** DuBoise, PA

- Responsibilities include direction of all Safety & Training aspects of 32 transit contracts.
- Review of worker's compensation & auto liability claims relative to those contracts.
- Develop proactive policies & procedures to ensure the Safety of employees.
- Encourage Safety throughout the organization and the contracts serviced.

[redacted] **Region Safety Manager** [redacted]

- Responsibilities include development and maintenance of all Safety related policies and procedures for 36 transit contracts spread throughout the U.S. including Puerto Rico.
- Past positions include Bus Division Project Manager, Greater Austin Transportation Company, Director of Safety & Training, Yellow Cab Company of Pittsburgh and Regional Safety Manager, Coach USA's Taxi Region

[redacted]

1995–1998 **Director of Safety & Personnel** [redacted]

- Responsibilities include management of all aspects relating to DOT Compliance, Safety, worker's compensation, training, recruiting personnel, and labor negotiations for this 200+ truck fleet.
- Successful in reducing normal operating costs and developing retention programs.

[redacted]

1994–1995 **Region Manager** [redacted]

- Responsibilities included development and growth of new and current accounts which encompassed driver recruiting, compliance, and troubleshooting while managing a fleet of more than 400 drivers.
- Successfully built dedicated fleets with Ryder and other equipment leasing companies.

EDUCATION & TRAINING

Pennsylvania State University

Human Resource Management

Motor Carrier Safety & Compliance, Federal Department of Transportation
Trainer Excellence, Transportation Safety Institute
FTA, OSHA, DOT and quality control compliance courses

KRISTY BACCILE

Director of Human Resources

First Transit

EXPERIENCE

First Transit, Inc.

2006–Present **Region Human Resources Director** Horseheads, NY

- Manage and support the human resources function for the East Region including employee relations, staffing, policy development, orientation, and preparation for start up operations.
- Ensure compliance with local, state, and Federal laws.
- Develop, implement, and audit workplace practices consistent with maintaining a high performance work culture while exercising fiscal responsibility.

[redacted]

2002–2006 **Human Resources Director** [redacted]

- Provided guidance to supervisors to assure company compliance with local, state and Federal laws, rules and regulations.
- Assured compliance with corporate policies for all personnel related issues; including compensation issues, discipline, employee evaluation, staff development, and grievance procedures for approximately 300 employees.
- Recruited and processed new employees based on organizational needs.
- Developed and managed personnel policies and procedures and job descriptions.
- Managed Workers' Compensation and OSHA programs; including providing direction on injury management.
- Participated in company safety strategies; including serving on safety committees, investigating and resolving safety concerns, and coordinating training sessions.

[redacted]

2001–2002 **Business Manager** [redacted]

- Developed, monitored and analyzed annual corporate budget and project budgets totaling approximately $1 Million.
- Managed employee human resources strategies; including exploring and maintaining benefit options, developing and implementing various policies and procedures, strategic planning, writing of job descriptions, and evaluating staffing plans.
- Managed corporate marketing tactics, including oversight of company web site, development of brochures, and recruitment of potential clients.

[redacted]

1997–2001 **Office Manager/Purchasing Agent** [redacted]

- Assured office organization and efficiency by leading the review and development of office policies and procedures, setting operational priorities, and developing, monitoring, and analyzing the annual office budget.

KRISTY BACCILE

Director of Human Resources

- Served as administrative liaison with other departments and University offices. Managed cross-functional projects to their successful outcome. Developed, prepared, and updated a variety of complex reports.
- Provided orientation and training in Business Services' procedures for new departmental employees.
- Supervised office support staff.
- Managed procurement of departmental goods and services while ensuring that quality, delivery, and cost objectives were met. Initiated, drove, and managed improvements and corrective actions in resolution of problems with vendors' goods and services.
- Developed and negotiated various vendor contracts.

EDUCATION

Cornell University Ithaca, NY

Masters Coursework in Industrial and Labor Relations

Alfred University

BA Elementary Education

BENEFIT SCHEDULE

Available for Non-Occupational Injury or Illness
October 1, 2012

First America
My Route to Better Health

Medical Benefit	MAP 1	MAP 2
Plan Year	Oct 1 - Sept 30	Oct 1 - Sept 30
Annual Deductible		
Individual / Family	$2,500 / $5,000	$1,500 / $3,000
Member / Company Coinsurance %	25% / 75% after deductible	20% / 80% after deductible
Annual Out-of-Pocket Maximum		
Individual / Family	$5,500 / $11,000	$4,000 / $8,000
Annual / Lifetime Maximum	$2,050,000/ Unlimited	$2,050,000/ Unlimited
Preventive Care		
Routine Physical Exams	100% covered	100% covered
Well-Baby Care	100% covered	100% covered
Routine Gynecological Care Exams	100% covered	100% covered
Routine Mammograms	100% covered	100% covered
Colorectal Cancer Screening	100% covered	100% covered
Physician Services		
Routine Office Visit	25% after deductible	20% after deductible
Specialist Office Visit	25% after deductible	20% after deductible
Diagnostic Procedures		
Diagnostic Laboratory	25% after deductible	20% after deductible
Diagnostic X-Ray	25% after deductible	20% after deductible
Emergency Medical Care		
Urgent / Non-Urgent Care	25% after deductible	20% after deductible
Emergency Room / Non-Emergency Room Care	25% / 50% after deductible in or out-of-network	25% / 50% after deductible in or out-of-network
Ambulance	25% after deductible	20% after deductible
Hospital Care		
Inpatient Coverage	25% after deductible	20% after deductible
Outpatient Surgery	25% after deductible	20% after deductible
Pre-existing Condition Limitation	None	None
Out-of-Network Benefits	50% Minimum	
Prescription Drug Benefits - Pharmacy		
Generic	Employee pays 100% until deductible is met, preventive is 100% covered	
Formulary	25% up to $10 min $25 max co-pay after deductible / mandatory generic unless physician instructs DAW	
Non-Formulary	25% up to $20 min $50 max co-pay after deductible	
	25% up to $30 min $70 max co-pay after deductible	
Prescription Drug Benefits - Mail Order		
Generic	25% up to $25 min $62.50 max co-pay after deductible / mandatory generic unless physician instructs DAW	
Formulary	25% up to $50 min $125 max co-pay after deductible	
Non-Formulary	25% up to $75 min $175 max co-pay after deductible	

Cov Code

First Transit

Appendix

First Transit

PREVENTIVE MAINTENANCE MANUAL
Preventive Maintenance Manual Content

Date: April 2011 **Revised:**

00.1 Preventive Maintenance Philosophy and Preventive Maintenance Inspection Standards

00.2 Productive Preventive Maintenance Bay

00.2.1 Preventive Maintenance Bay Tools

00.3 Completion of PMI Report Documentation

00.4 Preventive Maintenance Inspection (PMI) and Servicing Procedures

00.4.1 Heavy Duty Bus PMI and Servicing Procedures

00.4.2 Light Duty Bus PMI and Servicing Procedures

00.6 Preventive Maintenance Inspection, Audit and Quality Control Check Defect Categorization References

IN ATA/TMC VMRS CODE ORDER:

1.0 Heating, Ventilation and Air Conditioning (HVAC)

2.0 Cab and Sheet Metal (In Development, will include 174.0)

13.0 Brakes Practices and Procedures

13.1 Brake Maintenance Standards

13.2 Brake Adjustment (Slack Adjusters)

13.4 Brake Fluid Testing

13.5 Slack Adjusters

13.6 Air Brake System (Diagram)

15.0 Steering

15.1 Toe-In Setting Procedures

15.2 Steering Axle Geometry/Principles of Front End Align

15.3 Wheel-a-Matic

17.0 Tire Practices and Procedures

17.1 Tire Inflation Practices

17.2 PM Inflation Standards

17.3 Required Tire Tools

17.4 Tire Inflation, Gauges and Safety Cage

18.0 Wheel, Rims, Hubs and Bearings

18.1 Wheel Bearing Adjustment Procedures

27.0 Transmission - Automatic

27.1 Transmission - Automatic, Servicing and Diagnostic Procedures

30.0 Electrical Group

30.1 Heavy Duty Wiring System Checks

30.2 Wiring Repair

30.3 Battery Termination, Heavy Duty Wiring Termination and Wiring Repairs

30.4 Terminal Protection

31.0 Charging System

31.1 Charging System Performance Testing

31.2 Charging System Checks for Heavy Duty Coaches

31.3 Charging System Electrical Checks for Gasoline Powered Vehicles

32.0 Battery/Crank Systems

32.1 Battery Checking and Testing

32.2 Crank System Wiring Test

32.3 Heavy Duty Starter Motors and Solenoids

41.0 Air Intake System

41.1 Air Restriction Diesel Engine

41.2 Air Cleaner Element Plugging/Collapsing

42.0 Cooling System

42.1 Cost Effective Cooling System Practices

42.2 Cooling System Service and Maintenance

42.3 Recommended Checks Following Component Repair and Replacement

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44.1 Diesel Fuel Systems

44.1.1 Davco Self-Venting Drain Valve

44.2 Alternative Fuel Systems

44.2.1 CNG Fuel Cylinders

44.2.2 LNG Fuel Cylinders

45.0 Engine Power Plant

45.1 Oil Drain Intervals

45.1.1 Oil Analysis

45.2 Tune-Up Procedures for Engine with Electronic Fuel Injection (EFI)

45.3 Belts and Driven Systems

45.3.1 Belt Adjustment

54.3.2 Serpentine Belt Adjustment

45.3.3 Belt Replacement

45.4 Types of Sensors

45.5 Checking Glow Plugs and Solenoid

45.6 Closed Crankcase Ventilation System (CCVS)

174.0 Bus Body

ACRONYMS:	
ASE	Automotive Service Excellence
CCMTA	Canadian Council of Motor Transport Administrators
CVSA	Commercial Vehicle Safety Alliance
DOT	Department of Transportation
DPF	Diesel Particulate Filter
DVIR	Driver Vehicle Inspection Report
EVIR	Electronic Vehicle Inspection Report
FMCSR	Federal Motor Carrier Safety Regulation
IP use:	Injury Prevention
KPI	Key Performance Indicator
MRC	Maintenance Repair Center

Maintenance Responsible Code*	
OpCo	Operating Company
PM	Preventative Maintenance
PMM	Preventive Maintenance Manual
PMI	Preventive Maintenance Inspection
PO	Purchase Order
PPE	Personal Protective Equipment
RMD	Region Maintenance Director
RMM	Region Maintenance Manager
MM	Maintenance Manager
SOP	Standard Operating Procedures
VECI	Vehicle Emissions Control Information
VI	Vehicle Inspector
VMRS	Vehicle Maintenance Reporting Standards
FirstBase. Info℠	Vehicle Maintenance System
WO	Work Order
*Applicable to Multi-Maintenance Center Locations	

First Transit

Injury Prevention
If you cannot do it safely, don't do it

Standard Operating Procedures

Index for FirstBase.Info℠ P Series SOPs

Below is the listing of all P Series SOPs contained in this Manual.

OpCo	SOP No.	Name	Issue	Date
FT	SOP P001	General Navigation		April-11
FT	SOP P002	Managing Stock Records		April-11
FT	SOP P003	Performing Bin-to-Bin Transfers		April-11
FT	SOP P004	Performing Store-to-Store Transfers		April-11
FT	SOP P005	Creating Bins		April-11
FT	SOP P006	Receiving Parts		April-11
FT	SOP P007	Returning Stock Parts to Vendor		April-11
FT	SOP P008	Creating a Work Order		April-11
FT	SOP P009	Posting SF Services to a Work Order		April-11
FT	SOP P010	Posting ST Services to a Work Order		April-11
FT	SOP P011	Parts Supervisor Key Performance Indicators (KPI)		April-11
FT	SOP P012	Summary of Key Part Reports		April-11
FT	SOP P013	Establish Auto stock Replenishment Information		April-11
FT	SOP P014	Executing Auto Reorder Purchase Orders		April-11
FT	SOP P015	Creating a FirstBase.Info℠ Purchase Order		April-11
FT	SOP P016	Invoicing in FirstBase.Info℠		April-11
FT	SOP P017	JDE Aging PO Report		April-11
FT	SOP P018	PO and Invoice Approval Levels		April-11
FT	SOP P019	PM Basics		April-11
FT	SOP P020	Mileage and Fuel Uploads in FirstBase. Info℠		April-11
FT	SOP P021	Creating Temporary Part Numbers		April-11
FT	SOP P022	Minor Warranty in FirstBase.Info℠ ORG		April-11
FT	SOP P023	Inventory Classifications		April-11
FT	SOP P024	Daily Requisitions		April-11
FT	SOP P025	Core Handling		April-11
FT	SOP P026	Parts Room Inventory - Cycle Counts		April-11
FT	SOP P027	Inventory Controls - Bin Location		April-11
FT	SOP P028	Parts Room Physical Inventory - Stocktake		April-11
FT	SOP P029	Warranty Claim Submissions		April-11

First Transit

Injury Prevention
If you cannot do it safely, don't do it

Standard Operating Procedures

Index for A Series SOPs

Below is the listing of all A Series SOPs contained in this Manual.

OpCo	SOP No.	Name	Issue	Date
FT	SOP A001	- Not Released -		-
FT	SOP A002	ASE Certification		April-11
FT	SOP A003	Inventory Classifications		April-11
FT	SOP A004	- Not Released -		-
FT	SOP A005	Ethical Practices		April-11
FT	SOP A006	Receiving Gifts and Gratuities		April-11
FT	SOP A007	Accepting Samples		April-11
FT	SOP A008	Supplier Relations		April-11
FT	SOP A009	Supplier Visitation		April-11
FT	SOP A010	Use of Aftermarket Parts		April-11
FT	SOP A011	Daily Requisitions		April-11
FT	SOP A012	Work on First Transit Premises		April-11
FT	SOP A013	Industry Standards		April-11
FT	SOP A014	Core Handling		April-11
FT	SOP A015	Non AP Recipes		April-11
FT	SOP A016	Hazardous Materials Handling and Storage		April-11
FT	SOP A017	Consumable Materials		April-11
FT	SOP A018	Warranty Claim Submissions		April-11
FT	SOP A019	CPA Compliance		Aug-09
FT	SOP A020	CPA Specification Process and Remedy		Aug-09
FT	SOP A021	Document Control		April-11
FT	SOP A022	Employee Tool Reimbursement		April-11
FT	SOP A023	Required Hand Tool For New Hires		April-11
FT	SOP A024	Vehicle Mileage Reporting		April-11
FT	SOP A025	Fire-Smoke-Spark Incident Procedures	2	Feb-10
FGA	SOP A001	Fire-Smoke-Spark Incident Procedures	4	April-11
FT	SOP A026	Technical Service Report		Aug-09
FT	SOP A027	Technical Service Bulletin		April-11
FT	SOP A028	PPE Program		April-11
FT	SOP A029	Parts Room Inventory - Cycle Counts		April-11
FT	SOP A030	Inventory Controls - Bin Location		April-11
FT	SOP A031	Manufacturer Recalls/FT Campaigns		April-11
FT	SOP A032	Driver Vehicle Inspection Reports		April-11
FT	SOP A033	Zonar EVIR		April-11

OpCo	SOP No.	Name	Issue	Date
FT	SOP A034	Changing Finalized Maintenance Documentation Prohibited		April-11
FT	SOP A035	Performance Appraisals for Hourly Employees		April-11
FT	SOP A036	Personal Vehicle Storage, Maintenance and Repair on First Transit Property		April-11
FT	SOP A037	Not Released		-
FT	SOP A038	Personal Entertainment Devices		April-11
FT	SOP A039	- Not Released -		-
FT	SOP A040	- Not Released -		
FT	SOP A041	- Not Released -		-
FT	SOP A042	- Not Released -		-
FT	SOP A043	- Not Released -		-
FT	SOP A044	- Not Released -		-
FT	SOP A045	EMD Query Change or Concession		Aug-09
FGA	SOP A002	EMD Query Change or Concession		Oct-09
FT	SOP A046	Vehicle Defect Tracking and Management Procedures		April-11
FT	SOP A047	PMI Defect Analysis Procedures		April-11
FT	SOP A048	Maintenance Codes and Definitions		April-11
FT	SOP A049	Vehicle File Process		April-11
FT	SOP A050	- Not Released -		-
FT	SOP A051	- Not Released -		-
FT	SOP A052	Maintenance Record Retention		April-11
FT	SOP A053	Shop Air System and Equipment Inspection		Nov-09
FGA	SOP A006	Shop Air System and Equipment Inspection		Nov-09
FT	SOP A054	ABS Warning Light		May-10
FT	SOP A055	Technician Pre-Hire Procedure		April-11
FT	SOP A056	Job Code Policy		April-11
FT	SOP A057	Serious Vehicle Incident Reporting Procedures		May-10
FGA	SOP A009	Serious Vehicle Incident Reporting Procedures		May-10
FT	SOP A058	- Not Released -		-
FT	SOP A059	- Not Released -		-
FT	SOP A060	Electronic Preventive Management		April-11
FT				

First Transit

Injury Prevention
If you cannot do it safely, don't do it

Standard Operating Procedures

Index for M Series SOPs

Below is the listing of all M Series SOPs contained in this Manual.

OpCo	SOP No.	Name	Issue	Date
FT	SOP M001	Standard Operating Procedures		April-11
FT	SOP M002	Engineering Maintenance Audit Procedures		April-11
FT	SOP M003	Technician Training and Availability		April-11
FT	SOP M004	Engineering Maintenance Audit Procedures		Aug-10
FGA	SOP M002	Engineering Maintenance Audit Procedures	4	Jan-11
FT	SOP M005	Return to Service Inspection		April-11
FT	SOP M006	- Not Released -		-
FT	SOP M007	DOT Inspections		April-11
FT	SOP M008	- Not Released -		-
FT	SOP M009	- Not Released -		-
FT	SOP M010	- Not Released -		-
FT	SOP M011	Tire Replacement Policy		April-11
FT	SOP M012	Tire Mounting		April-11
FT	SOP M013	Opacity Test		April-11
FT	SOP M014	Wheel Inspection Installation and Appearance	2	Oct-09
FGA	SOP M004	Wheel Inspection Installation and Appearance	4	Nov-10
FT	SOP M015	Monthly Shop Equipment Audit		April-11
FT	SOP M016	- Not Released -		-
FT	SOP M017	New Bus In Service Inspection		April-11
FT	SOP M018	Vehicle Modifications		April-11
FT	SOP M019	Fuel Conservation		April-11
FT	SOP M020	Risk Assessment		Aug-10
FGA	SOP M003	Personal and Work Task Risk Assessment Procedure		Aug-10
FT	SOP M021	Lock-out Tag-out Procedures		April-11
FT	SOP M022	Lock-out Tag-out Procedures Non-Vehicle		April-11
FT	SOP M023	Service Island and Yard Safety		April-11
FT	SOP M024	- Not Released -		-
FT	SOP M025	Steering Alignment		Aug-09
FT	SOP M026	Emergency Battery Service/Emergency Jump Starting Vehicles with Dead Batteries		April-11
FT	SOP M027	Vehicle Cannibalization		April-11

OpCo	SOP No.	Name	Issue	Date
FT	SOP M028	- Not Released -		-
FT	SOP M029	Vehicle Fueling Procedures		April-11
FT	SOP M030	Bus & Coach Fire Risk Assessment and Inspection Procedures		May-10
FGA	SOP M005	Bus & Coach Fire Risk Assessment and Inspection Procedures	2	Nov-10
FT	SOP M031	- Not Released -		-
FT	SOP M032	Quality Control Check Procedures		Aug-10
FGA	SOP M006	Quality Control Check Procedures	2	Aug-10
FGA	SOP M007	FGA SOP M007 FGA Audit-QCC Defect Category & Inspection	2	Jan-11
FT	SOP M033	Torque Wrench and Torque Control Tooling Use, Care and Maintenance		April-11
FGA	SOP M008	Torque Wrench and Torque Control Tooling Use, Care and Maintenance		Nov-10

First Transit

Forms

Index for Forms

Below is the listing of all Forms use by First Transit.

OpCo	Form No.	Name	Issue	Date
FT	2-0001	-Not Released-		
FT	2-0002	Indemnity Agreement		
FT	2-0003	-Not Released-		
FT	2-0004	-Not Released-		
FT	2-0005	Required Tools for Tech I		
FT	2-0006	-Not Released-		
FT	2-0007	-Not Released-		
FT	2-0008	-Not Released-		
FT	2-0009	Employee Tool Reimbursement Waiver		
FT	2-0010	-Not Released-		
FT	2-0011	-Not Released-		
FT	2-0012	-Not Released-		
FT	2-0013	-Not Released-		
FT	2-0014	-Not Released-		
FT	2-0015	-Not Released-		
FT	2-0016	-Not Released-		
FT	2-0017	Wheel Nut Torque Sheet		
FT	2-0018	Wheelchair Lift Inspection and Servicing Worksheet		
FT	2-0019	-Not Released-		
FT	2-0020	-Not Released-		
FT	2-0021	-Not Released-		
FT	2-0022	-Not Released-		
FT	2-0023	-Not Released-		
FT	2-0024	-Not Released-		
FT	2-0025	Monthly Shop Equipment Audit		
FT	2-0026	-Not Released-		
FT	2-0027	-Not Released-		
FT	2-0028	Employee Tool Inventory		
FT	2-0029	-Not Released-		
FT	2-0030	-Not Released-		
FT	2-0031	-Not Released-		
FT	2-0032	Front Axle Wheel Alignment Verification		
FT	2-0033	-Not Released-		

First Transit

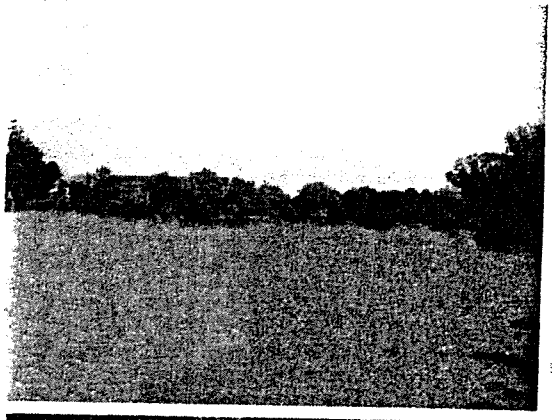
OpCo	Form No.	Name	Issue	Date
FT	2-0034	Out of Service Sign		
FT	2-0035	-Not Released-		
FT	2-0036	-Not Released-		
FT	2-0037	-Not Released-		
FT	2-0038	-Not Released-		
FT	2-0039	Torque Wrench Calibration Log		
FT	2-0040	Work Task/Tool/Equipment Use Risk Assessment		
FT	2-0041	Supplier Visitation Sign		
FT	2-0042	-Not Released-		
FT	2-0043	-Not Released-		
FT	2-0044	Quality Control Check for PM Inspection		
FT	2-0045	Quality Control Check for Servicing and Repair		
FT	2-0046	-Not Released-		
FT	2-0047	Vehicle Inspection Form		
FT	2-0048	-Not Released-		
FT	2-0049	Audit Workbook Summary		
FT	2-0050	Preventive Maintenance Inspection and Servicing Worksheet - Heavy Duty		
FT	2-0051	Defect and Repair Continuation Worksheet		
FT	2-0052	Vehicle Inspector (VI) Certification		
FT	2-0053	Antifreeze Calculation Worksheet		
FT	2-0054	Preventive Maintenance Inspection and Servicing Worksheet - Light Duty		
FT	2-0055	Personal Risk Assessment Supplemental Sheet		
FT		Technical Service Report		
FT		Driver Vehicle Inspection Report (DVIR)		
FT	F300	Fuel Sheet		
FGA	0-0007	Bus and Coach Fire Risk Assessment and Inspection Worksheet		
FGA	0-0008	Serious Vehicle Incident Reporting		

FOR LEASE – Hampton Park

8617 & 8621 Central Avenue
Capitol Heights, Prince George's County, MD 20743

63± Acres of Raw Land Including 9± Acres with Stone Base

9± Acres Storage – Trucks, Buses, Boats, RV's, Materials, Dumpsters, Containers (CR-6 Storage Yard Base)



- (2) Parcels Totaling 63± Acres
  - 8617, 1.74± Acres
  - Parcel 10, 61± Acres
- Contractor's Storage Yard
- Additional Entrance Possible
- Zoned I-1 (Light Industrial)
- **LEASE RATE: TBD**

(8621) Entrance Driveway to Large Outdoor Yard

NAI Michael

Commercial Real Estate Services, Worldwide.

10100 Business Parkway, Lanham, MD 20706 Tel 301-459-4400 Fax 301-459-1533 www.naimichael.com

Contact Information

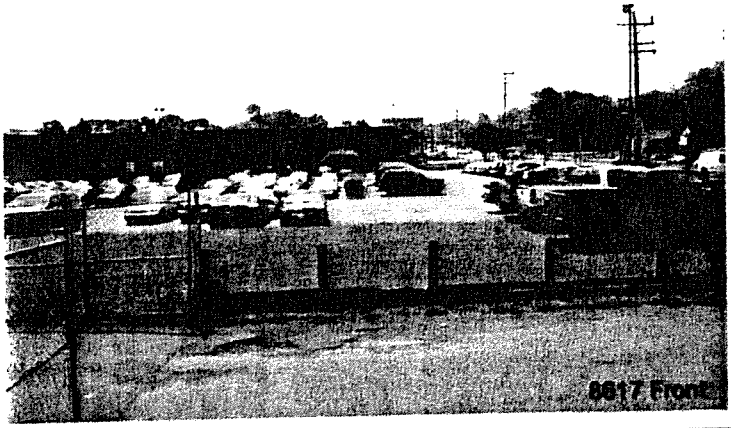
JACK LASSISE
301-918-2917
jlassise@naimichael.com

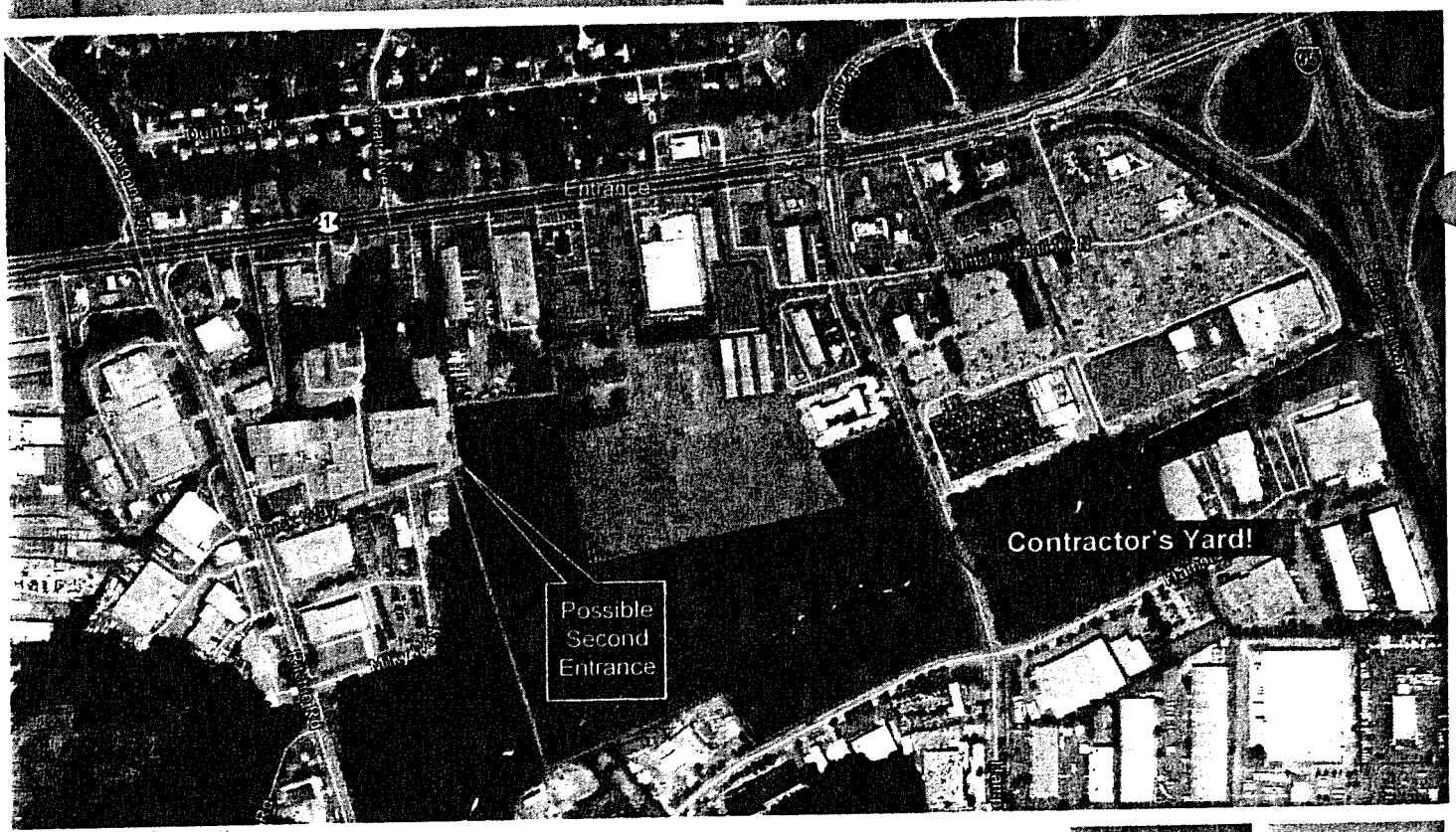
ROBERT NOLTING
301-918-2969
rnolting@naimichael.com

FOR LEASE – Hampton Park

8617 & 8621 Central Avenue
Capitol Heights, Prince George's County, MD 20743

63± Acres of Raw Land Including 9± Acres with Stone Base





Contact Information

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lassise@naimichael.com

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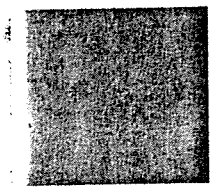
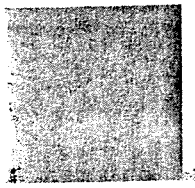
rnolting@naimichael.com

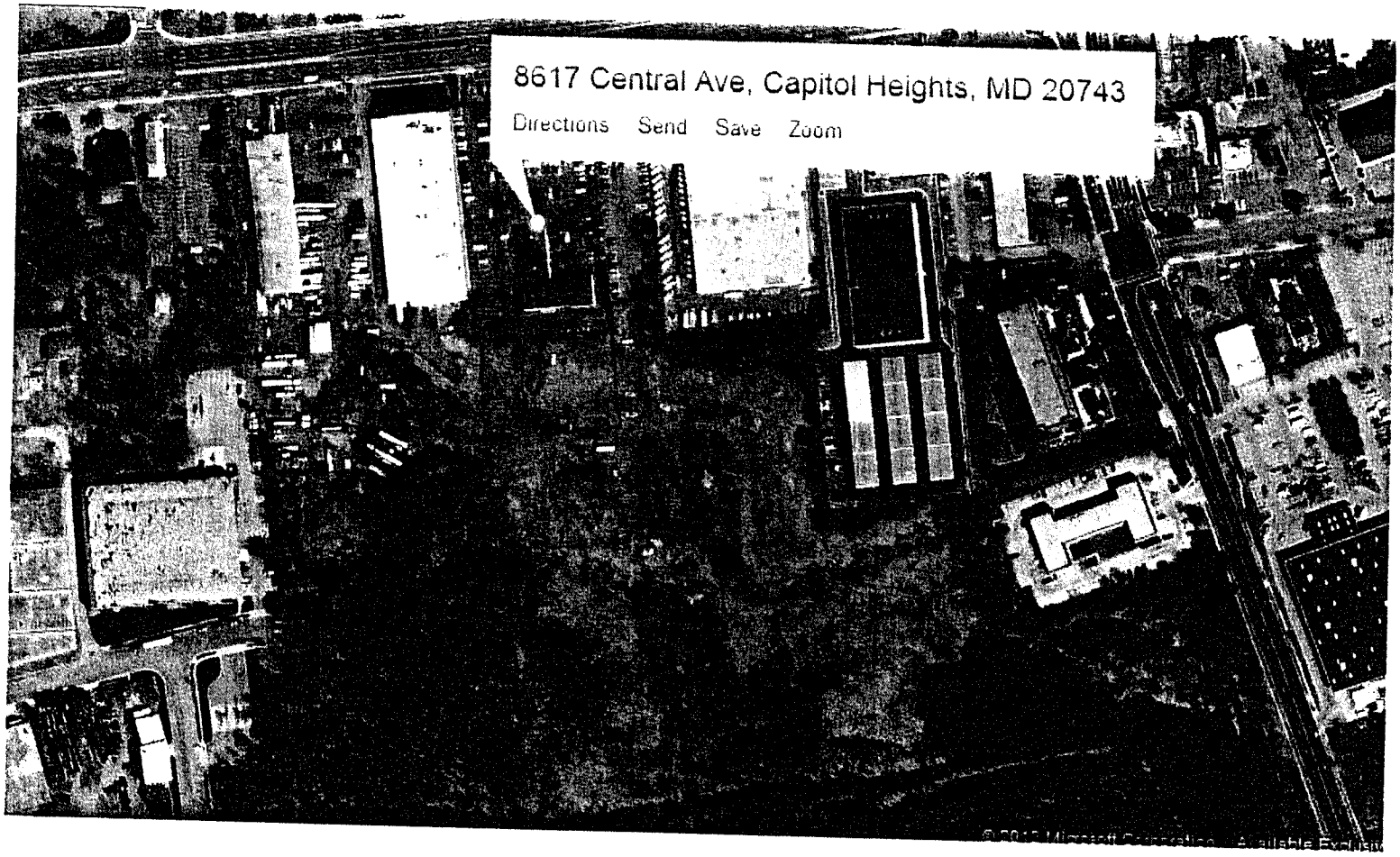
NAI Michael

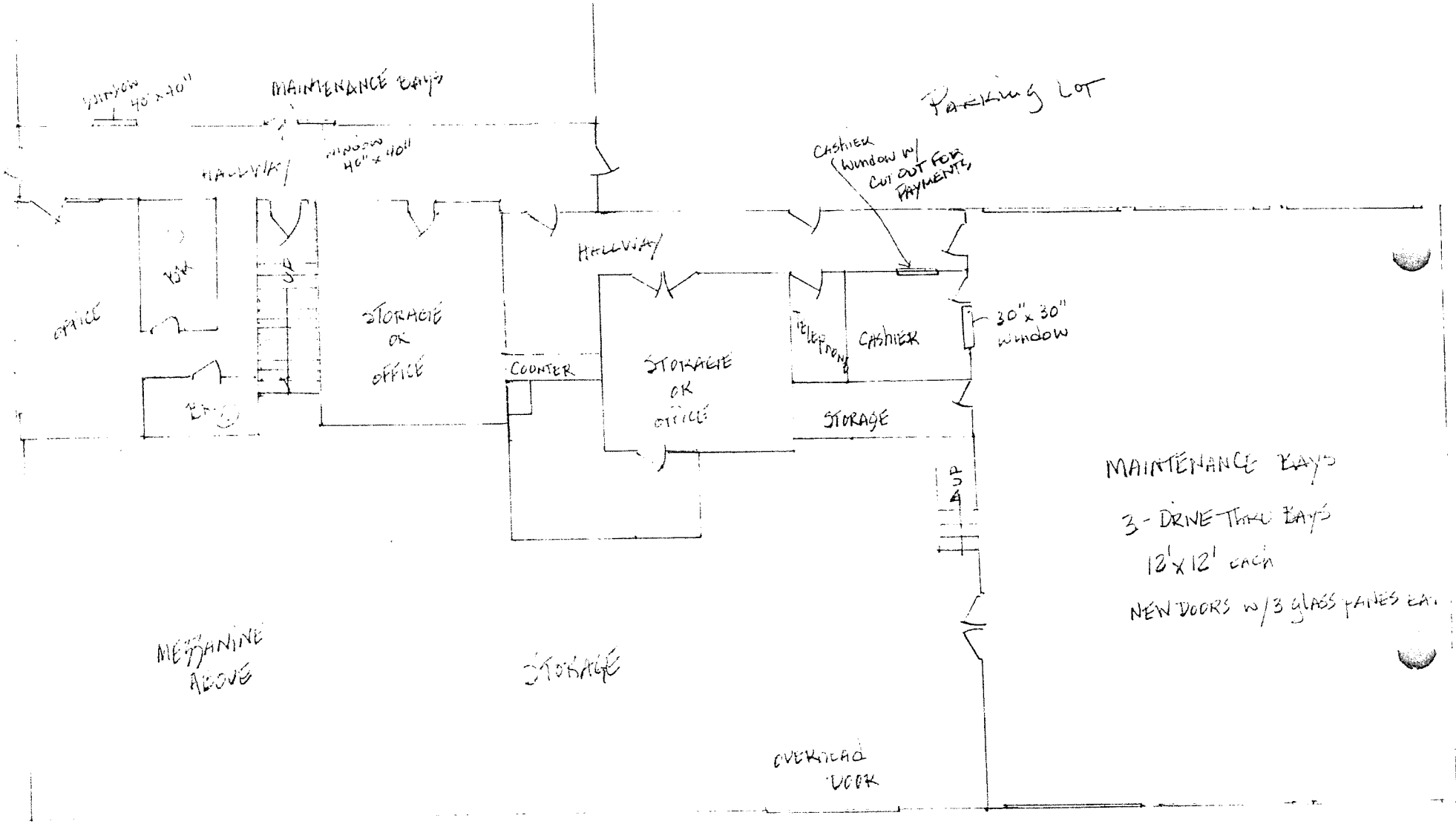
Commercial Real Estate Services, Worldwide.
10100 Business Parkway, Lanham, MD 20706
Tel 301-459-4400 Fax 301-459-1533 www.naimichael.com





The information contained herein has been given to us by the owner of the property or other sources we deem reliable. We have no reason to doubt its accuracy but we do not guarantee it. Floor plans, site plans and other graphic representations of this property have been obtained and are believed to be accurate, but we do not guarantee them. Any prospective purchaser or tenant should make his own investigations and draw his own conclusions.

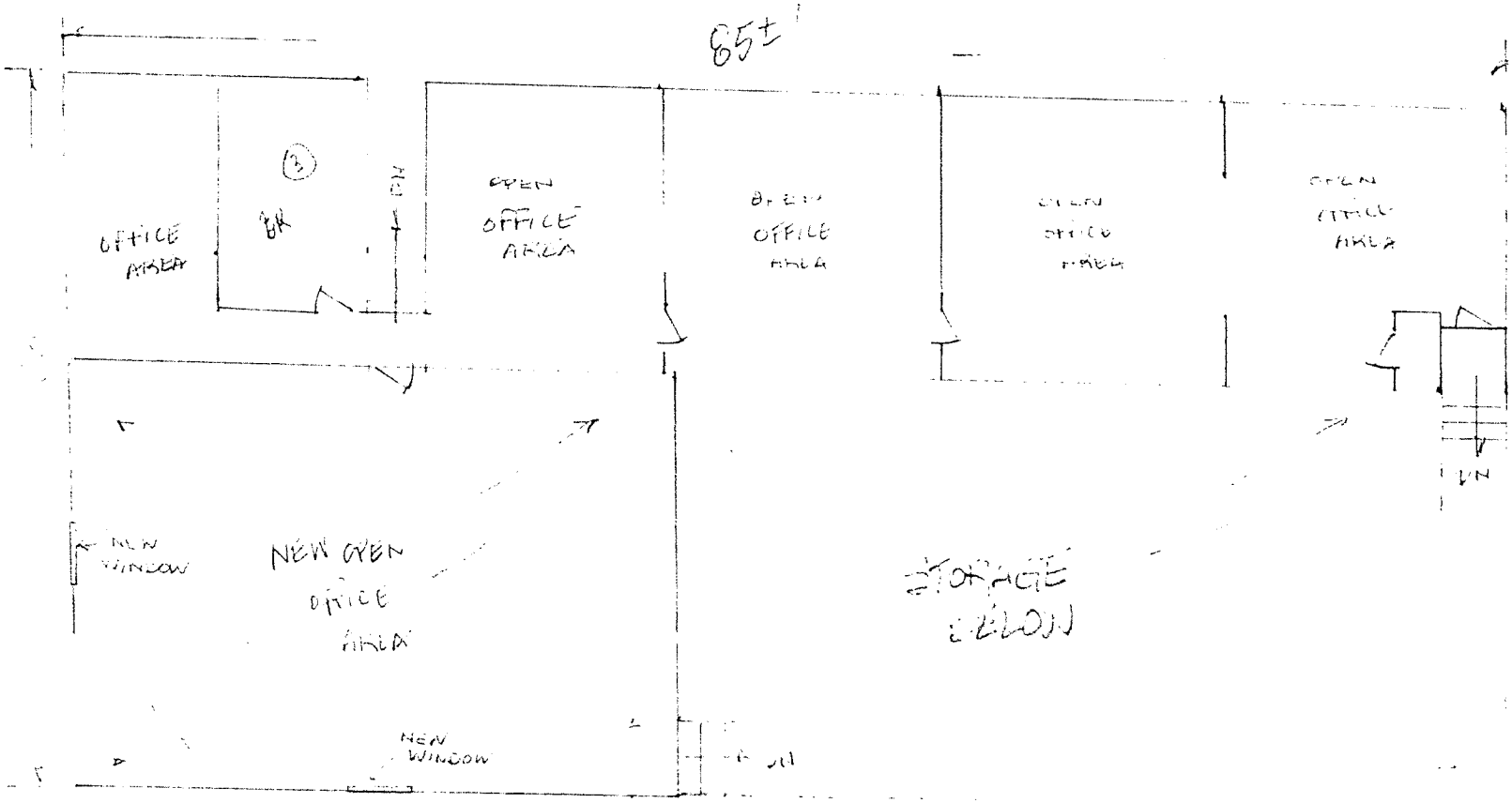

8617 Central Ave, Capitol Heights, MD 20743
Directions Send Save Zoom



6617-21 CENTRAL AVE.
CAPITOL HEIGHTS, MD.

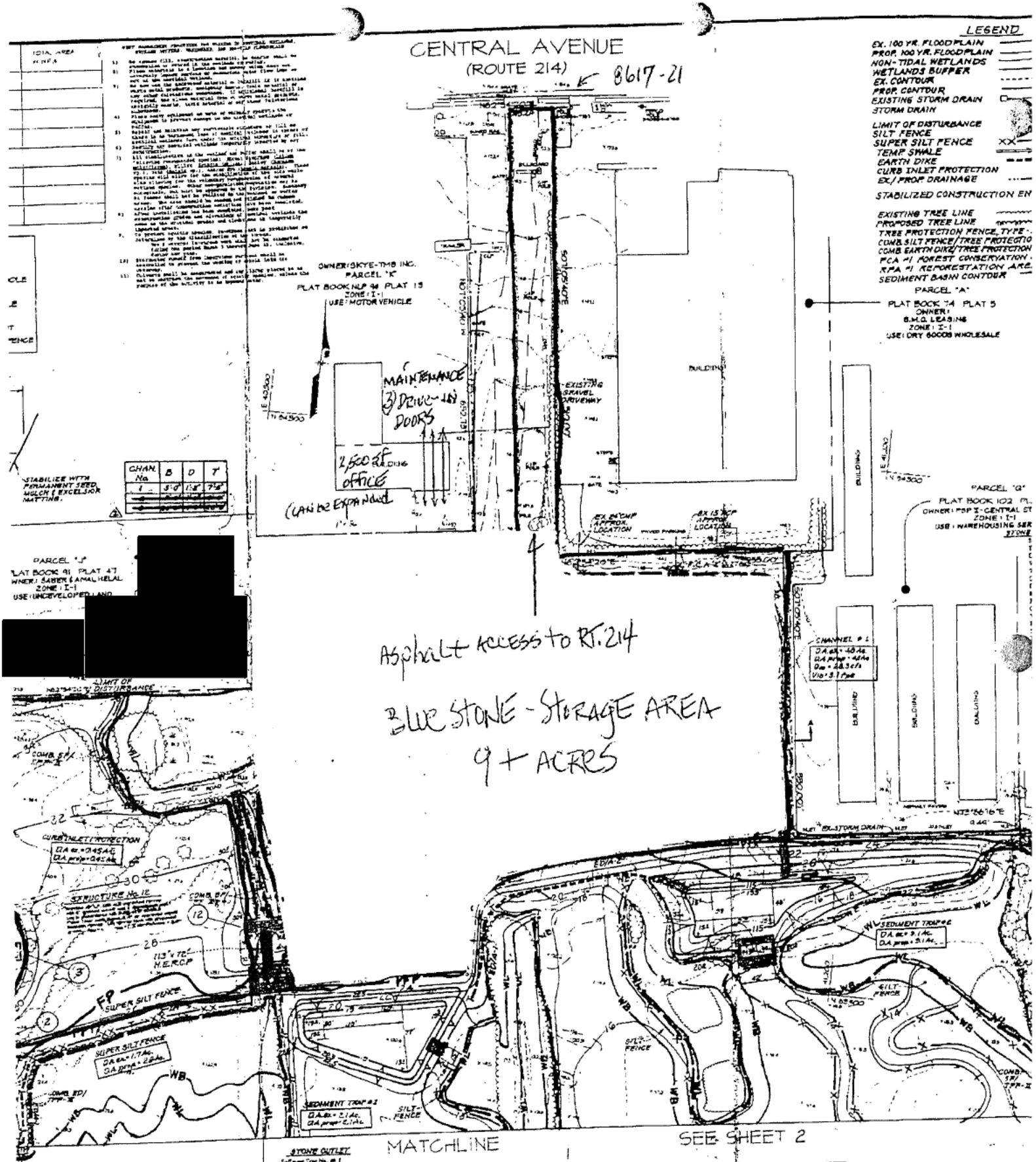
(FIRST FLOOR PLAN)

SCALE: 1" = 10'



2617-21 [illegible]
[illegible] Heights [illegible]

2ND FLOOR PLAN
SCALE: 1" = 10'



STRUCTURE No. 2

STONE OUTLET
Sediment Trap No. # 1
Type = ST - II
Drainage Area = 2.1 Ac.
Wet Storage Required = 3780 CF
Wet Storage Provided = 11700 CF
Dry Storage Required = 3780 CF
Dry Storage Provided = 16837 CF
Riser Diameter = (SEE PLAN)
Invert Elevation = 178.00
Crest Out Elevation = 178.50
Wet Storage Elevation = 180.25
Dry Storage Elevation = 181.50
Spillway Crest Elevation = 180.25
Top of Dam = 182.50
Wet Storage Depth = 1.25'
Dry Storage Depth = 1.25'
Crest Width = 5
Side Slopes = 2:1 max.
Apron Length = 8'

STRUCTURE No. 10

NOTE: CRITICAL WETLANDS AND WATERS OF THE U.S. LIMITS SHOWN WERE DELINEATED & FIELD LOCATED BY BYRNE H. KELLY, TREE LIMITS WERE ALSO VERIFIED BY BYRNE H. KELLY.

GRADING CERTIFICATION

I hereby certify that the grading shown hereon conforms with the Prince George's County Building Code, Subtitle 4, Division 3.

I also hereby certify that I have inspected this site and that drainage flows from, onto or across to the site and from the property off the site have been adequately addressed in substantial accordance with applicable codes.

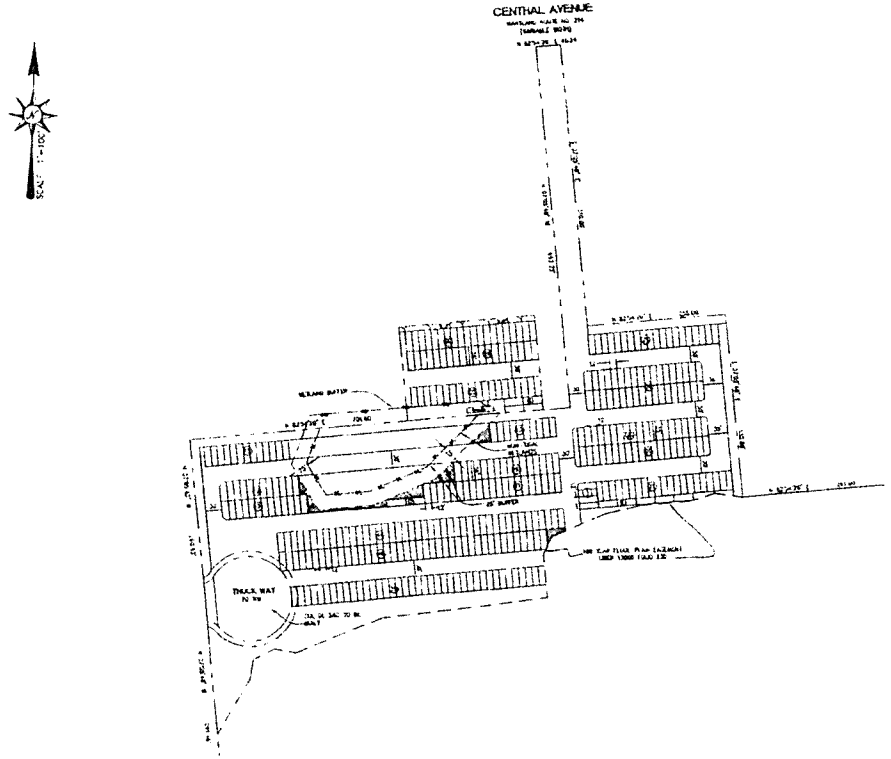
DEVELOPER
HAMPTON BUSINESS PARK
8301-EDGEWORTH DRIVE
CAPITOL HEIGHTS, MD 20743
Attn: MARCO A. DECESARIS
Phone: 301-336-3600

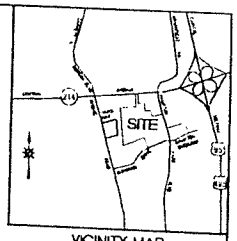
PLAN TYPE II
SIGNED BY:
ESS, INC
PLACE
D 20785

ESC CONSERVATION PLAN TYPE II
PLAN DESIGN PROVIDED BY:
ENVIRONMENTAL CONSULTANT:
BYRNE H. KELLY
OUTER SPACE PLANNING & DESIGN
301 CIRCLE AVENUE
TAKOMA PARK, MARYLAND 20912
301-270-4626

DATE	DESCRIPTION	BY
1/8/02	Removed inverts @ 2 to add culverts	KH
9/28/00	Added 336' of 15" RCP & 60' of 18" RCP	EKH

REVISIONS





VICINITY MAP
SCALE 1" = 2,000'
THE WSSC (SHEET NE 12)
P.G. COUNTY MAP NO 55H, GRID D-8 AND 9

"THE WATER SYSTEM AND THE SEWERAGE SYSTEM SHOWN ON THIS PLAN ARE ACCEPTED BY WSSC ONLY FOR SCHEMATIC DESIGN. IT DOES NOT CONSTITUTE A WARRANTY, NOR DOES IT RELEASE THE PARTY SUBMITTING THE PLAN FROM FULL RESPONSIBILITY FOR THE DESIGN OF THESE SYSTEMS. AS WELL AS ANY DEFICIENCIES THAT MAY SUBSEQUENTLY BE FOUND. THE PARTY SUBMITTING THE PLAN IS RESPONSIBLE FOR ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE PLANS AS WERE ACCEPTED. PRIOR TO INITIATING CONSTRUCTION THE REQUISITE ON-SITE PERMIT MUST BE ACQUIRED FROM THE PERMIT PROCESSING SECTION."

(SIGNATURE, CODE ENFORCEMENT SECTION HEAD) (DATE)

CALL "MISS UTILITY"
TELEPHONE 1-800-257-7777 FOR UTILITY LOCATIONS AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. IF CONSTRUCTION DOES NOT BEGIN WITHIN 10 DAYS OF "MISS UTILITY" STAKE-OUT, THEN THEY MUST BE CALLED AGAIN BEFORE BEGINNING CONSTRUCTION.

PREPARED BY (OWNER'S REPRESENTATIVE TO BE FILLED IN)
STEHLE ENGINEERING CORPORATION
14400 OLD MILL ROAD, SUITE 101
UPPER MARLBORO, MD 20772
TELEPHONE (301) 627-6700

HAMPTON BUSINESS PARK
KENT ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

DATE	REVISION	BY

STEHLE ENGINEERING CORPORATION
14400 OLD MILL ROAD, SUITE 101, UPPER MARLBORO MD 20772 (301) 627-6700

SCALE 1"=100'
DATE DECEMBER, 2011
JOB NO. 2-11050

8901 EDGEWORHT DRIVE
CAPITOL HEIGHT, MARYLAND, 20743

LINEMAN TRUCK LAYOUT

FILE 2-11050400

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, is entered into by and between

SKYE-TMB, INC.

hereinafter referred to as the "LANDLORD", and

FIRST TRANSIT, INC.

hereinafter referred to as the "TENANT".

1.1 Premises. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, upon the following terms and conditions, the premises located on Central Avenue in Capitol Heights, Prince George's County, Maryland and further described as follows:

8617 Central Avenue – Approximately 1,74 acres of land shown as Parcel 58 at Grid C-4 on Prince George's County Tax Map 67;
8621 Central Avenue – Approximately 1.5 acres of land shown as Part of Parcel K in the subdivision known as "Hampton Park" improved by a building containing approximately 14,600 square feet of gross floor area; and
Central Avenue – Approximately .5 acre of land shown as part of Parcel 10 at Grid D-1 on Prince George's County Tax Map 74.

The above-described land and improvements, zoned I-1 (Light Industrial), as shown on the Site Plan, a copy of which is attached hereto and incorporated herein as Exhibit I shall hereinafter be collectively referred to as the "Premises".

1.2 Term. The term of this Lease shall be for Five (5) years and Four (4) months, commencing on the first day of September 2012 ("Commencement Date") and ending on the last day of December 2017.

Notwithstanding anything to the contrary herein, in the event the WMATA RFP for a maintenance and service facility is not awarded to Tenant by December 31, 2012, either party shall have the right to terminate this Lease prior to such date by giving written notice to the other. Upon such termination, the deposit shall be returned to the Tenant (subject to the terms contained herein), this Lease shall be null and void, and the parties shall have no further obligations and liabilities hereunder.

If Tenant holds over and is in possession of the Premises at the end of the term or any renewal of this Lease, then the tenancy under this Lease shall become month-to-month upon all of the same terms and conditions contained in this Lease, at the rental rate then in effect and such tenancy shall be terminable by either party upon Thirty (30) days written notice to the other party.

Provided the Tenant is not then in default under this Lease, Tenant shall have the right to renew this Lease for One (1) additional term of Five (5) years by giving written

notice to Landlord exercising this option to renew not later than 120 days prior to expiration of the preceding term or renewal hereof. Any renewal of this Lease shall be upon the same terms and conditions herein provided, except that the rent payable by the Tenant during each year of the renewal period shall be adjusted as provided in Section 1.3 hereof.

1.3 Rent. Rent for the period September 1, 2012 through August 31, 2013 shall be the sum of TWO HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-FOUR AND NO/100 DOLLARS ($268,824.00) per annum ("Base Annual Rent"), payable to the Landlord in equal monthly installments of TWENTY-TWO THOUSAND FOUR HUNDRED TWO AND NO/100 DOLLARS ($22,402.00) ("Base Monthly Rent"). Base Annual Rent for the period September 1, 2013 through December 31, 2017, and during each year of each renewal or month to month extension hereof, shall be increased annually effective on September first of each year by adding to the Base Annual Rent payable during the immediately preceding Lease year (the "Previous Annual Rent") an amount equal to the product obtained by multiplying the Previous Annual Rent by Three Percent (3%). The Base Annual Rent as increased yearly shall be payable to Landlord in equal monthly installments.

Notwithstanding the foregoing, Base Monthly Rent shall be reduced by half ($11,201.00), for the first Four (4) months of the Lease term (September 1, 2012 through December 31, 2012) or to the date Tenant is awarded the WMATA RFP for a maintenance and service facility, whichever occurs first. In any such event, Tenant shall pay all other sums and expenses which are Tenant's responsibility under this Lease during period of such reduced Base Monthly Rent.

The rent shall be payable in advance on the first day of each month without demand, setoff or abatement, at NAI The Michael Companies, Inc., 10100 Business Parkway, Lanham, Maryland 20706, ATTN: Management, or such other place as may be designated by Landlord in writing. Tenant shall pay the Base Monthly Rent for the first full month hereof promptly upon execution of this Lease.

Tenant agrees to pay to Landlord, as additional rent, a late fee equal to the sum of Five Percent (5%) of any monthly rent installment which is not paid to Landlord within Five (5) days of the date on which said monthly installment of rent is due and payable.

It is mutually agreed that payments made by check which do not clear the bank cause additional expenses for bookkeeping and clerical services. Tenant agrees that any such check issued for payments due hereunder which is returned without payment for any reason whatsoever, shall carry a charge of FIFTY AND NO/100 DOLLARS ($50.00) for each time said check is returned, which sum shall be considered as additional rent hereunder, and shall be paid by Tenant to Landlord immediately upon notice thereof.

2.1 Security Deposit. Tenant shall deposit with Landlord upon execution of this Lease, the sum of ELEVEN THOUSAND TWO HUNDRED ONE AND NO/100 DOLLARS ($11,201.00) as a security deposit for the faithful performance of Tenant's obligations under this Lease, and Landlord may apply all or any part of said security deposit to cure any failure by Tenant to faithfully perform Tenant's obligations under this Lease. The

security deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in the event of default by Tenant.

2.2 Utilities. Tenant shall promptly pay as additional rent all bills for electricity, gas, fuel oil, telephone and water and sewer service used in the Premises. Tenant shall maintain a level of heat in the Premises which shall insure that the pipes and plumbing fixtures will not freeze and break, and Tenant shall be responsible for any repairs and replacements to said pipes and fixtures and any damage to the Premises and any personal property arising from freezing pipes and fixtures. In the event Tenant fails to pay such utility bills, Landlord may, but shall not be obligated to pay same, and proceed to collect all amounts so paid from Tenant as additional rent.

2.3 Real Estate Taxes. Tenant shall pay to Landlord, as additional rent, 100% of all real estate taxes and increases attributable to the Premises, as shown on the 2011-2012 real estate tax calculation which is attached hereto and incorporated herein as Exhibit II. A tax bill shall be sufficient evidence of the amount of the taxes imposed on the property, and taxes shall include any front foot benefit charges, refuse collection charges, State, County, M-NCPPC, School Board taxes and any other items as may appear on the real estate tax bill. Tenant shall pay any increases, whether attributable to an increase in the rate, a new tax, reassessment of the property or any other reason. Tenant shall pay 1/12th of Tenant's pro rata share of annual real estate taxes as computed by Landlord, in advance of the first of each month throughout the term and any renewals of this Lease as additional rent.

2.4 Use. Tenant shall use the Premises solely for the purpose of bus parking and maintenance. Tenant shall comply with all ordinances, statutes, laws, orders, rules and regulations now in effect or which may hereafter be enacted, by the municipal, county, state and federal governments. Tenant will not use, permit or suffer to be used, the Premises for any disorderly or unlawful purpose. Tenant shall operate and maintain the Premises and all real and personal property therein in good, safe and sanitary condition. Tenant shall be responsible for obtaining a Use and Occupancy Permit at its sole cost and expense, and Landlord shall have no liability for any failure or inability to obtain said Permit. No part of the Premises shall be used as a residence, and no animals of any kind shall be kept on the Premises.

2.5 Repairs and Improvements. Landlord shall, at Landlord's sole cost and expense, within Sixty (60) days of the Commencement Date hereof, perform the following ("Landlord's Work"):

(i) ensure the oil and grit separator is in good working order;
(ii) build out the approximately 1,300 square foot mezzanine area above the storage area to open office space to include carpeting, drop ceilings, air conditioning, handicap elevator and Two (2) exterior windows;
(iii) install a handicap ramp in the step up to the storage area;
(iv) clean the floor and paint the walls in the shop area;
(v) the office areas and restrooms are in broom clean condition; and
(vi) all electrical, mechanical, plumbing and HVAC systems in good working order.

Landlord's Work shall be accomplished in a good and workmanlike manner and shall comply with all applicable codes.

Landlord shall be responsible for maintenance and repair of the roof, exterior walls, foundation, downspouts, gutters and structural elements of the building of which the Premises are a part, unless such repair or maintenance is necessitated by any act or neglect of Tenant or anyone acting by, through or under Tenant.

Except as provided in the preceding paragraph, Tenant shall promptly repair, at Tenant's expense, any damage to the Premises and to any equipment, systems and facilities therein, and will make all replacements thereto, whether such repairs and replacements be necessitated by ordinary wear and tear or other event of any kind, except a Casualty as provided in Section 3.2 hereof. Without limiting the generality of the foregoing, Tenant's maintenance, repair and replacement responsibilities shall include the interior of the Premises, all doors, windows and loading docks, if any, and all electrical, mechanical, plumbing, heating, ventilating, air conditioning, security, fire prevention and sprinkler systems and equipment, if any, including all servicing of equipment which shall prolong the useful life of the equipment, presently or hereafter installed in the Premises. Tenant has had an opportunity to inspect the Premises and is leasing the Premises "AS IS" (excepting Landlord's Work), without any representation, warranty or covenant by the Landlord or Agent respecting the suitability of the Premises for Tenant's use thereof or the condition of the Premises or any element thereof.

Tenant shall pay all expenses of operating and maintaining the Premises, including, but not limited to, expenses for refuse removal, janitorial services, carpet cleaning, and painting. Upon vacating the Premises, Tenant shall surrender the Premises in as good condition as the same were at the commencement of Tenant's original tenancy, excepting damage caused by a Casualty as provided in Section 3.2 hereof, unless such Casualty is caused by the negligence or intentional acts of Tenant or anyone acting by, through or under Tenant.

Tenant shall not make any structural changes or alterations to the Premises or install any equipment which may necessitate any changes or addition to, or overload or require the extraordinary use of, any utilities or any electrical, plumbing, or mechanical systems serving the Premises, without first obtaining the written consent of Landlord. Unless otherwise agreed in writing, at the conclusion of Tenant's occupancy of the Premises, any alterations, improvements and fixtures installed by Tenant in the Premises, at Landlord's option, shall either become the property of Landlord or be removed at Tenant's expense, in which event the Premises shall be restored by Tenant to their condition existing at commencement of this Lease.

2.6 Parking. Tenant shall have the exclusive use of the parking area serving the Premises, provided that any such use shall be at the sole risk of Tenant and Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims, actions, damages and liability in connection with such use by Tenant and anyone acting by, through or under Tenant. Tenant shall keep clean and promptly remove all snow and ice from said parking areas and the sidewalks in front of the Premises. Tenant

shall maintain at Tenant's expense any grass and landscaping appurtenant to the Premises and to the parking area serving the Premises.

2.7 Notices. All notices hereunder shall be made in writing and shall be hand delivered or mailed by Registered or Certified U.S. Mail, Return Receipt Requested, First Class, postage prepaid, to the parties hereto at their respective addresses set forth below, or at such other address of which either party shall notify the other in accordance with the provisions hereof. Any notice required to be given hereunder on or before a specified date shall be deemed to have been duly and timely given if hand delivered before 5:00 P.M. on such date, or when given by mail as aforesaid, if postmarked before Midnight on such date. Notices given by mail shall be addressed:

IF TO LANDLORD:

SKYE-TMB, INC.
4101 41st Street
Brentwood, Maryland 20722

IF TO TENANT:

FIRST TRANSIT, INC.
8101 Hampton Meadows Lane
Chesterfield, Virginia 23832

WITH A COPY IN ANY EVENT TO:

[redacted]
NAI The Michael Companies, Inc.
10100 Business Parkway
Lanham, Maryland 20706

2.8 Brokerage. Landlord recognizes the firm of NAI The Michael Companies, Inc. (herein referred to as the "Agent") as the procuring cause of the Tenant and this Lease. In consideration of Agent's services in procuring the Tenant, Landlord agrees to pay Agent, its successors and assigns a leasing commission of Five Percent (5%) of all gross rent due and payable by Tenant, or any subtenant of Tenant, during the full term of this Lease, and any renewals and extensions hereof, including any renewals or extensions on a month to month basis, for the Premises and any additional space later leased by Landlord to Tenant upon the same or any other terms, whether in the same building or any other location. Said leasing commission shall be payable in full upon Tenant being awarded the WMATA RFP for a bus and service facility for the original term, but in no event later than January 1, 2013, and payable in full upon commencement of any renewals or extensions thereof.

Landlord and Tenant warrant and represent each to the other that neither has engaged or dealt with any other broker, agent or finder in connection with this Lease and

each agrees to indemnify and hold harmless the other and the Agent against any claim for a commission or fee resulting from a breach of this representation and warranty. The foregoing provisions for the payment of leasing commissions are an integral part of this Lease and are covenants which run with the land, and shall be binding upon any subsequent owner of the Premises. Agent has no responsibility for the condition of the Premises or for the performance of this Lease or any other agreement between the Landlord and Tenant, and both parties agree to protect and hold harmless Agent from any and all claims for injury to person or personal property by reason of any accident or happening, in, upon or about the Premises.

3.1 Assignment and Subletting. Tenant will not assign this Lease, in whole or in part, or sublet all or any part of the Premises, without first obtaining the Landlord's written consent. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or an assignment or subletting to or by a receiver or trustee in any bankruptcy, insolvency, or other proceedings. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for Landlord's consent to any subsequent assignment or subletting. The acceptance by Landlord of the payment of rent following any assignment or subletting shall not be deemed to be a consent by Landlord to such assignment or subletting. Notwithstanding the foregoing, Landlord agrees to an assignment of this Lease to WMATA without Landlord's prior written approval.

3.2 Casualty Damage. If the Premises shall be damaged by fire, the elements, accident or other unavoidable casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered wholly or partially untenantable, then Landlord shall cause such damage to be repaired and there shall be no abatement of rent. If as the result of a Casualty, the Premises shall be rendered wholly or partially untenantable, then Landlord may at Landlord's option either terminate this Lease by giving written notice of termination to Tenant within Thirty (30) days after the Casualty, whereupon the rights and obligations of the parties under this Lease shall cease and the rent shall be adjusted as of the later of the date of such notice or the date on which Tenant vacates the Premises, or Landlord shall cause such damage to be repaired and the rent shall be abated proportionately as to the portion of the Premises rendered untenantable for the period until such repairs are completed. Landlord shall not be required to perform any work costing in excess of the amount covered by Landlord's insurance on the Premises. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including but not limited to inventory, trade fixtures, floor coverings, furniture and other property) or to any leasehold improvements installed in the Premises by Tenant, all of which damage, replacement and repairs shall be undertaken and promptly completed by Tenant. Notwithstanding any provision of this Lease, Landlord shall have no obligation to repair or replace any property which is damaged or destroyed due to the negligence of Tenant or anyone on or about the Premises or acting by, through or under Tenant.

3.3 Eminent Domain. If the whole or any part of the Premises shall be taken under the power of eminent domain, then this Lease shall terminate as to the part of the Premises so taken on the date Tenant is required to yield possession thereof to the

condemning authority. Rent shall be reduced in the same proportion as the portion of the floor area of the Premises so taken bears to the total floor area of the Premises prior to such taking. If the taking renders the remainder of the Premises untenantable, then either party may terminate this Lease as of the date when Tenant is required to yield possession to the condemning authority. All compensation awarded for any taking of the Premises shall be the property of Landlord, and Tenant hereby assigns to Landlord all rights with respect thereto. Nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority for Tenant's damages, but if and only if such action is permitted by law and shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord.

3.4 Subordination. This Lease shall be subject and subordinate to the liens of any mortgages and deeds of trust now existing or hereafter placed on the Premises or the property of which it is a part. Tenant shall promptly execute any certificates or assurances that the Landlord may request in confirmation of this subordination. Tenant hereby constitutes and appoints the Landlord as Tenant's attorney in fact to execute any such certificate or certificates for or on behalf of the Tenant, in the event that the Tenant shall have failed to execute any such certificate or certificates within Ten (10) days after having been requested to do so by the Landlord.

3.5 Default. The happening of any of the following shall be deemed to be an event of default by Tenant under this Lease: (a) failure of Tenant to pay any installment of rent or other charge or money obligation herein required to be paid by Tenant within Five (5) days after the same becomes due and payable; (b) failure of Tenant to perform any other of its covenants under this Lease within Thirty (30) days after receipt of written notice from Landlord; (c) the filing of a petition in bankruptcy by Tenant or adjudication that Tenant is bankrupt, or the making by Tenant of a general assignment for the benefit of creditors, or the appointment of a receiver of substantially all of the property of Tenant, including, in any event, this Lease, in a proceeding based upon Tenant's insolvency which shall not be discharged within Ninety (90) days after such appointment; or (d) vacation or abandonment of the Premises by Tenant. Upon the occurrence of any of the aforesaid events of default by Tenant, Landlord lawfully may immediately, or at any time thereafter, and without any further notice or demand, enter into and upon the Premises or any part thereof in the name of the whole, by force or otherwise, and hold the Premises as if this Lease had not been made, and expel Tenant and remove Tenant's property without being deemed to be guilty in any manner of trespass, or Landlord may send written notice to Tenant of the termination of this Lease. Upon entry as aforesaid or, if Landlord shall so elect, upon the giving of such written notice, this Lease shall terminate. Tenant hereby waives all rights to appeal or dispute Landlord's notice to vacate.

If Landlord shall terminate this Lease as hereinabove provided, whether or not the Premises or any part thereof shall be relet and regardless of the terms of any such reletting, or to the extent of Landlord's efforts to relet, Tenant shall remain liable for the performance of all covenants under this Lease, and for any and all damages and expenses incurred by Landlord arising from such default and re-entry and for any loss of rents sustained by Landlord for the balance of the term of this Lease. In the event of default under this Lease by Tenant, Landlord shall have the right, at Landlord's option, to relet the Premises as agent of Tenant and to apply the proceeds received from such

reletting toward the payment of the rent under this Lease, and any loss of rent for the balance of the term shall be payable monthly by Tenant in advance in the same manner that rent hereunder is to be paid.

Tenant expressly agrees to reimburse Landlord for any reasonable expenses for court costs, counsel fees and collection agencies Landlord may incur in enforcing the latter's right against Tenant under the Lease, including, but not being limited to, such rights to the collection of rent and the securing of possession of the Premises.

3.6 Indemnity. Tenant agrees to and does hereby indemnify Landlord and Agent and save Landlord and Agent harmless and shall defend Landlord and Agent from and against any and all claims, actions, damages, liability and expense, including attorney's and other professional fees, in connection with loss of life, personal injury and property damage arising from or out of the occupancy or use of the Premises or any part thereof or any parking areas, sidewalks, or other amenities in the vicinity of the Premises. Neither Landlord nor Agent shall be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage to person or property which may be occasioned by or through the acts or omissions of persons occupying space in the vicinity of the Premises, or which may be occasioned by or through the breaking, bursting, stoppage or leakage of water, gas, oil, sewer or steam pipes and equipment or electrical wires.

3.7 Insurance. At all times after the execution of this Lease, Tenant will carry and maintain at Tenant's expense public liability insurance, including the hazards of bodily injury, property damage, personal injury and any assumed or contractual liability under contracts defined as "incidental contract" under standard Insurance Services Offices definitions, to afford protection with limits not less than $1,000,000.00 each occurrence/$1,000,000.00 aggregate if written on a Combined Single Limit basis for bodily injury and property damage, or $1,000,000.00 each occurrence/$1,000,000.00 aggregate for bodily injury and $500,000.00 each occurrence/$500,000.00 aggregate for property damage if written on a Split Limit basis, and in either event, the limit for personal injury shall be $1,000,000.00.

The insurance policies evidencing such insurance shall name Landlord as additional insured and shall also contain a provision by which the insurer agrees that such policies shall not be cancelled except after Thirty (30) days written notice to Landlord. Upon execution of this Lease and annually thereafter, and upon request by Landlord, Tenant shall deliver to Landlord a certificate from the insurer evidencing each such policy to be in effect. In the event Tenant fails to procure such insurance, Landlord may, but shall not be obligated to procure same, and all expenses incurred by Landlord in connection therewith shall be chargeable to Tenant as additional rent.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises to be increased beyond the minimum rate from time to time applicable to the

Premises, then Tenant will promptly pay to Landlord, as additional rent, the amount of any such increase upon Landlord's demand.

3.8 Landlord Access. Landlord or his agents shall have access to the Premises at any and all reasonable times for the purpose of inspecting the Premises, protecting the Premises against fire or other damage, and exhibiting the Premises to prospective tenants or purchasers. Landlord reserves the right to show the Premises to prospective new tenants or purchasers and to post signs on the Premises advertising its availability for sale or lease within the last One Hundred Eighty (180) days of Tenant's occupancy of the Premises.

It is expressly understood and agreed that the access drive leading to the land to the rear of the Premises shall remain open and be shared in common with the Landlord for the purpose of accessing the rear storage area.

3.9 Possession. If for any reason whatsoever the Landlord does not deliver possession of the Premises according to the terms of this Lease, then the rent shall be abated until the date that possession of the Premises is tendered by the Landlord. In no event shall the Landlord or Agent be liable in damages for failure to deliver possession under the terms of this Lease.

3.10 Signs and Advertising. Tenant will not place or suffer to be placed or maintained on the exterior or visible from the exterior of the Premises, any sign, advertising matter, decoration, or any other thing, nor shall Tenant paint or decorate any part of the exterior of the Premises without first obtaining Landlord's written approval. Tenant will at Tenant's sole cost and expense maintain any sign, decoration, advertising matter or other thing permitted by Landlord in good condition and repair at all times.

3.11 Estoppel Certificate. At any time and from time to time, within Ten (10) days after request by Landlord, Tenant will execute, acknowledge and deliver to Landlord and to such other party as may be designated by Landlord, an estoppel certificate in form acceptable to Landlord setting forth the status of performance of the obligations of the parties under this Lease. If Tenant fails to provide such certificate within Ten (10) days after request by Landlord, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord. The failure to provide such certificate may, at the option of the Landlord, be considered an event of default hereunder in accordance with Section 3.5 hereof.

3.12 Waiver. No reference in this Lease to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which Landlord may otherwise be entitled at law or in equity. No failure by Landlord to insist upon the strict performance of any covenant herein or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall operate as a waiver of any such breach or covenant or any subsequent breach thereof. Tenant does hereby knowingly and voluntarily waive its right to trial by jury in any dispute arising hereunder, and its right to applicable statutory provisions concerning notice to vacate the Premises.

3.13 Landlord's Right to Cure. If Tenant fails to perform any covenant or responsibility of Tenant under this Lease, then Landlord may at Landlord's option perform such responsibility and Tenant shall promptly reimburse Landlord for any costs so incurred by Landlord as additional rent hereunder. Any and all costs and expenses which are Tenant's responsibility under this Lease may be collected by Landlord as additional rent hereunder.

3.14 Landlord's Responsibility. It is the intention of Landlord and Tenant that Landlord shall only be responsible for those items and expenses which are expressly made Landlord's responsibility herein, and all other items and expenses shall be borne by Tenant.

3.15 No Joint Venture. Any intention to create a joint venture, partnership or agency relationship between the Landlord and Tenant is hereby expressly disclaimed. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary, with the exception of the rights of the Agent.

3.16 Corporate Tenant. If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation qualified to do business in the state in which the Premises are located; all Tenant's franchises and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the board of directors of such corporation to execute and deliver this Lease on behalf of the corporation.

3.17 Hazardous Waste. Tenant agrees to keep the Premises free of: (a) any fill, waste or debris, and oil, petroleum products, and their by-products as defined by Maryland Natural Resources Code Ann., Section 8 1411(a)(3) (1984 Cum. Supp.); (b) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, or as otherwise amended from time to time, and regulations promulgated thereunder; (c) any "hazardous substance" as defined by the Comprehensive Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder (including, without limitation, any asbestos); (d) any "hazardous substance" as defined by Maryland Health-Environmental Code Ann., Title 7, Subtitle 2, as amended from time to time, and regulations promulgated thereunder; and (e) any similar or other federal, state or local environmental or health law or regulation. Landlord hereby represents that none of the aforegoing materials presently exist on the Premises; if Tenant discovers such materials, Landlord shall be solely responsible for disposing of such materials and all costs and expenses associated therewith. In the event of Tenant's breach of this provision, Landlord shall have the right to declare this Lease in default and, in addition, pursue any and all other legal means to have the Tenant restore the property to the condition existing prior to Tenant's occupancy.

3.18 Construction of Lease. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state in which the

Premises are located. This agreement shall bind the administrators, executors, successors and assigns of the parties hereto. Landlord and Tenant each acknowledge that they have had full opportunity to obtain legal counsel prior to executing this Lease.

This Lease contains the entire and final agreement of and between the parties hereto, and they shall not be bound by any statements, conditions, representations, inducements or warranties, oral or written, not herein contained. This Lease may be modified only by a writing signed by Landlord and Tenant. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

For the convenience of the parties hereto, this Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes without the necessity of producing any counterpart. The section headings in this Lease are for convenience of reference only and in no way shall be used to construe or modify this Lease.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement of Lease as of the dates indicated below, the effective date of the Agreement of Lease being the date of final execution hereof by both parties.

WITNESS/ATTEST:

LANDLORD:

SKYE-TMB, INC.

_____

BY:_____DATE_____
Name:_____
Title:_____
With Authority to Bind

WITNESS/ATTEST:

TENANT:

FIRST TRANSIT, INC.

_____

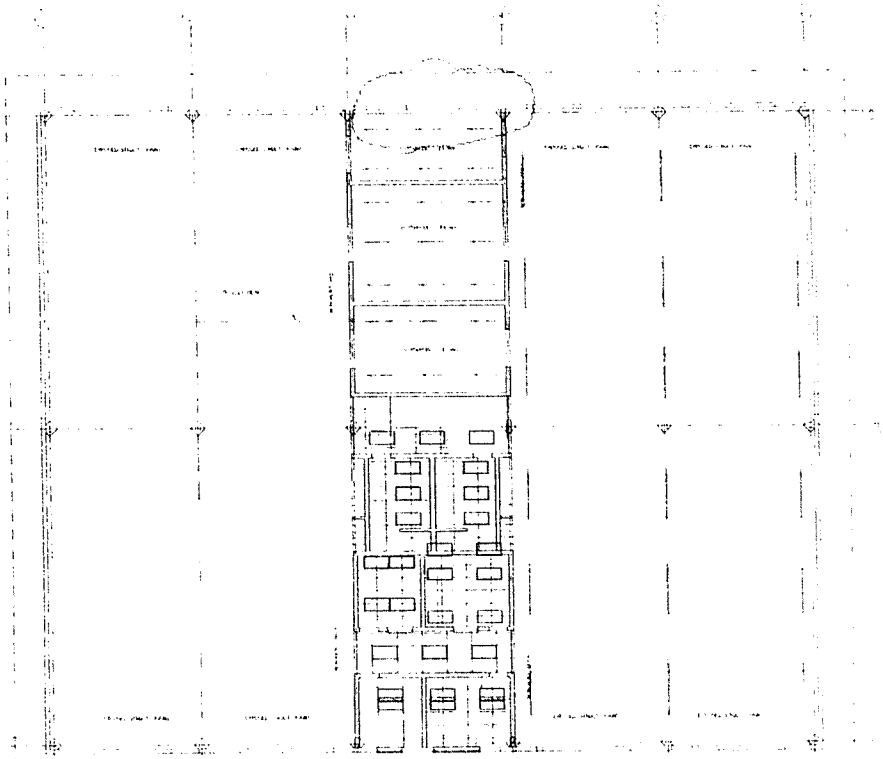
BY:_____DATE_____
Name:_____
Title:_____
With Authority to Bind

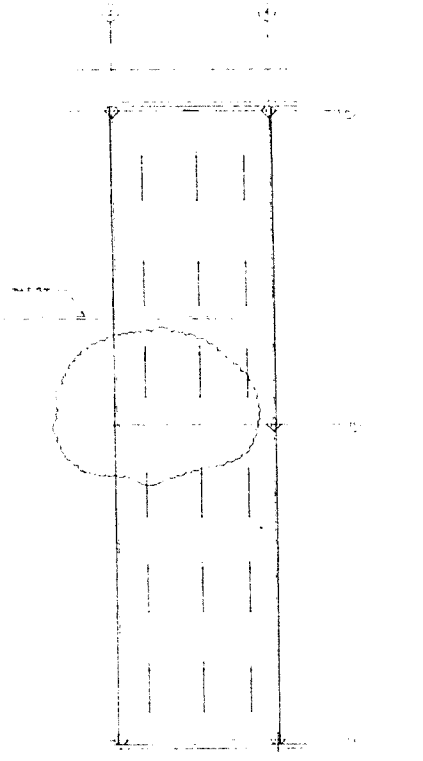
NAI The Michael Companies, Inc. joins in execution of this Agreement of Lease for the purpose of consenting to the terms hereof regarding payment of commission.

NAI THE MICHAEL COMPANIES, INC.

_____

BY:_____DATE_____
[redacted] Broker





Revisions		
No.	Description	Date
1	GENERAL COORDINATION	12/12/97

DISTRIBUTION BUILDING

SHEET TITLE
REFLECTED CEILING PLAN

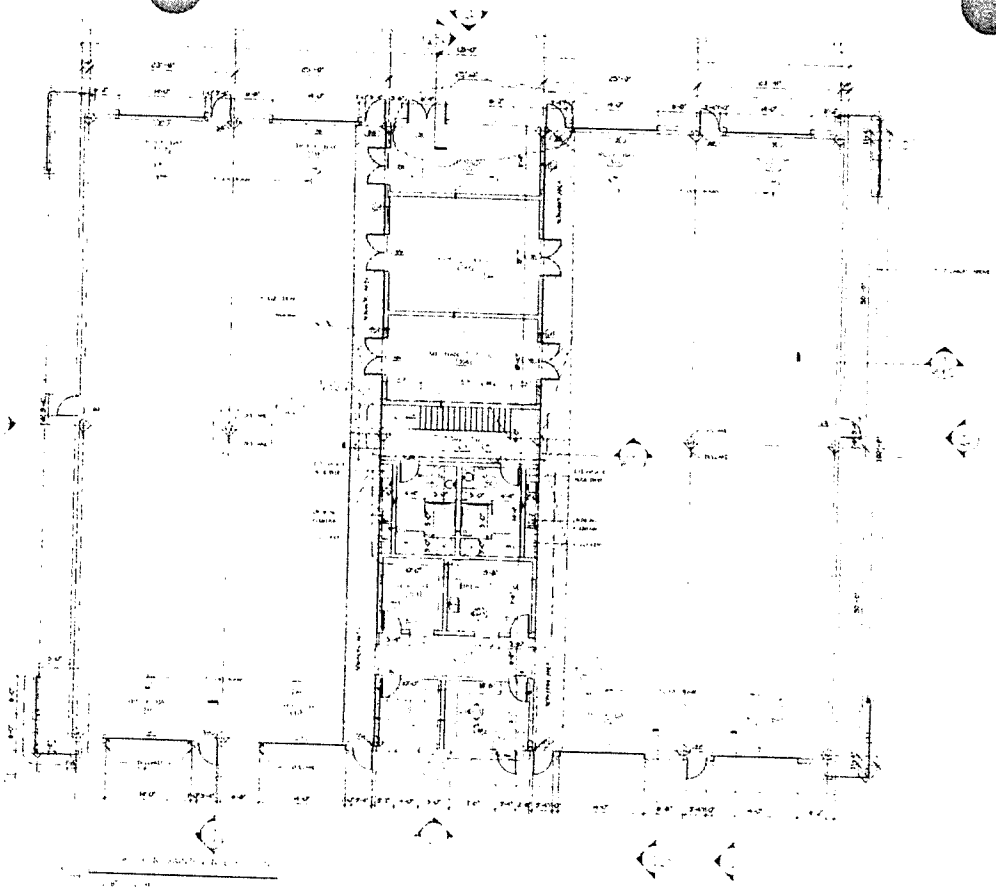
PROJECT
ADRT VEHICLE MAINTENANCE BUILDINGS

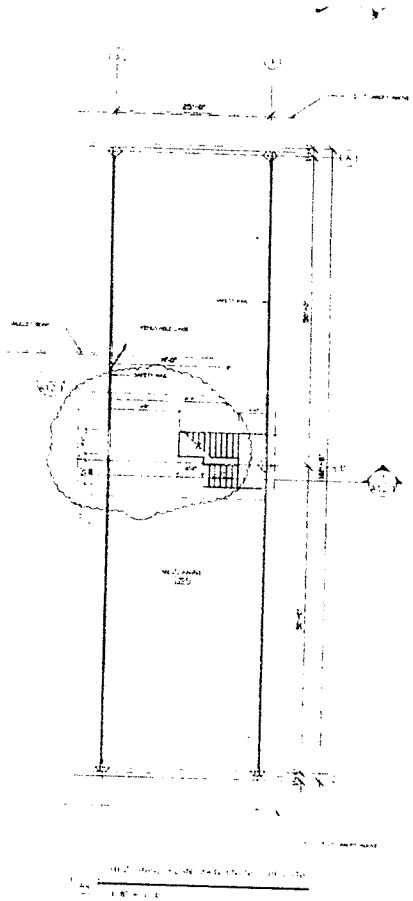
NICHOLS BANTA CAMPBELL ARCHITECTS
Architects Space Planners

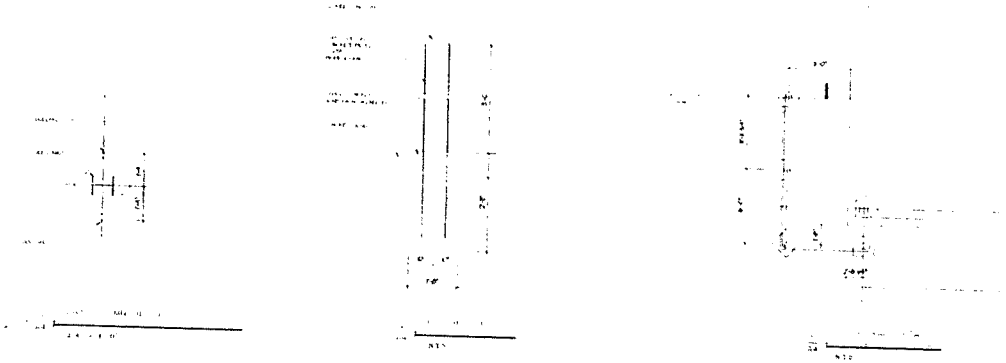
DATE 10/30/97

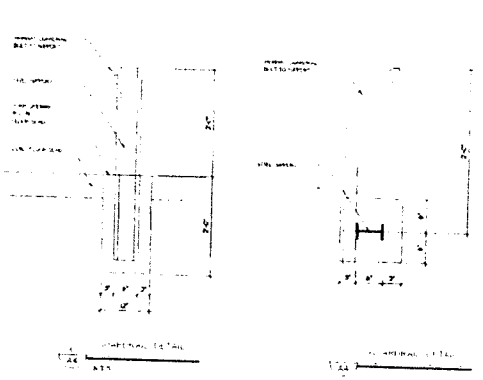
JOB NO. 97-068

A-4









Revisions		
No.	Description	Date
1	GENERAL COORDINATION	12/12/97

DISTRIBUTION BUILDING

SHEET TITLE
FLOOR PLAN

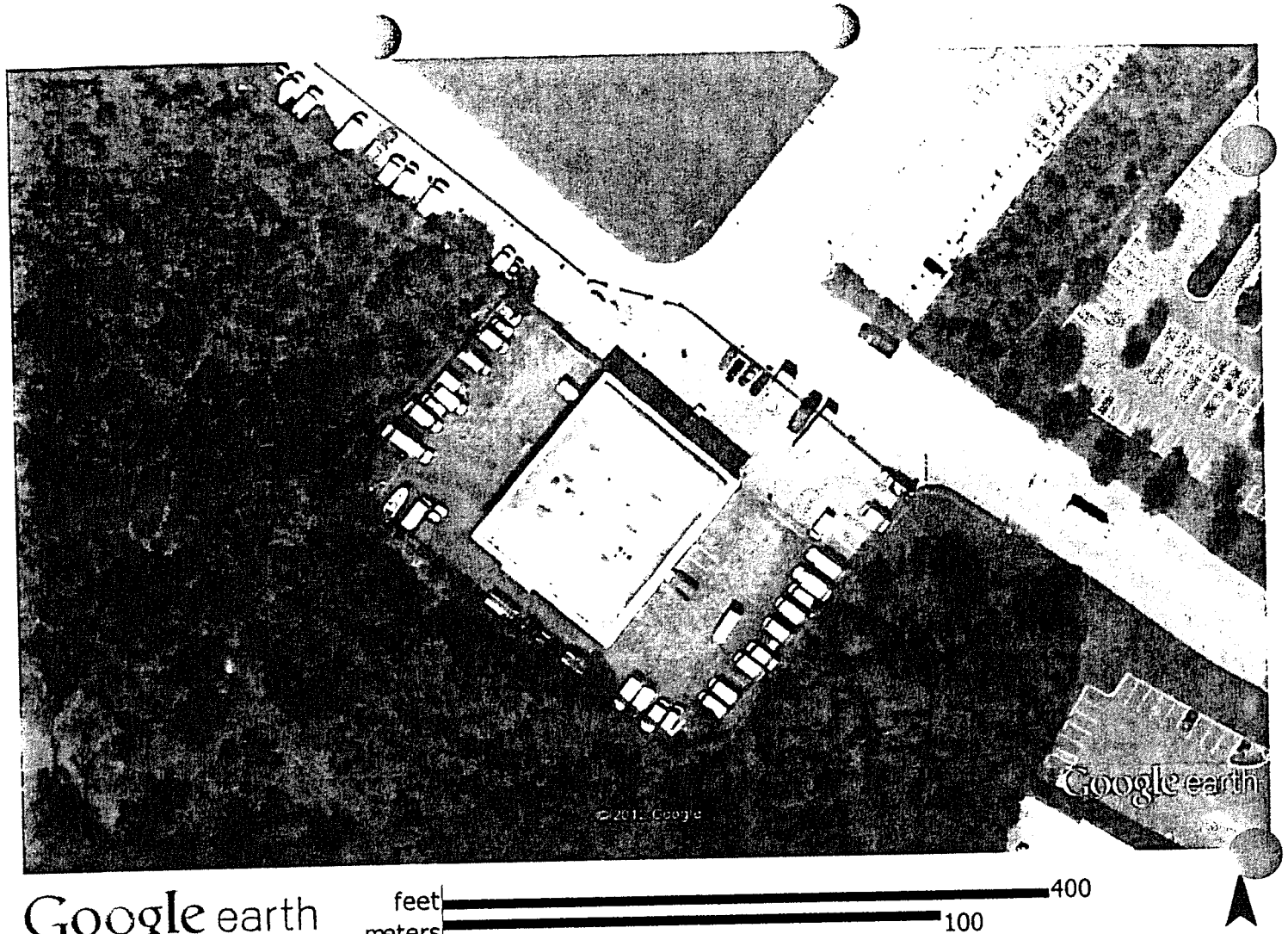
PROJECT
ADRT VEHICLE MAINTENANCE BUILDING

NICHOLS BANTA CAMPBELL ARCHITECTS
Architects Space Planners

DATE 10/10/97

A-4

JOB NO. 97-066



Google earth

feet 400
meters 100

GENERAL NOTES: 2000 IBC, 2000 NFPA 101, 2000 IECC

1. ACCESS TO BUILDING FOR PERSONS IN WHEELCHAIRS IS DESIGNED BY AND FIELD BUILT BY OTHERS AND SUBJECT TO LOCAL JURISDICTION. THE PRIMARY ENTRANCE MUST BE ACCESSIBLE.
2. ALL DOORS SHALL BE OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT. MANUALLY OPERATED FLUSH BOLTS OR SURFACE BOLTS SHALL NOT BE USED.
3. ALL GLAZING WITHIN A 24 INCH ARC OF DOORS WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR AND ALL GLAZING IN DOORS SHALL BE SAFETY, TEMPERED, OR ACRYLIC PLASTIC SHEET.
4. FLOOR DESIGN LIVE LOAD – 40 PSF.
5. MAXIMUM WIND SPEED – 120 MPH.
6. SEISMIC DESIGNE CATEGORY – C
7. CONSTRUCTION TYPE IS V UNPROTECTED.
8. OCCUPANCY IS EDUCATIONAL (6 YRS. AND OLDER).
9. OCCUPANT LOAD IS BASED ON 1 PERSON PER 20 SQUARE FEET OF NET CLASSROOM FLOOR AREA FOR MEANS OF EGRESS PURPOSE.
10. THIS BUILDING REQUIRES A FIRE SEPARATION DISTANCE GREATER THAN 30 FEET.
11. ALL STEEL STRAPS REFERENCED ON FLOOR PLAN SHALL BE 1.5 INCH x 26 GA. WITH EQUIVALENT FROM RIDGE BEAM TO COLUMN, AND COLUMN TO FLOOR.
12. DELETED.
13. MINIMUM CORRIDOR FINISH IS CLASS II (GYPSUM)
14. WHEN REQUIRED RESTROOM FACILITIES (INCLUDING HANDICAPPED) ARE NOT PROVIDED WITHIN THE BUILDING THEY SHALL BE LOCATED IN ADJACENT BUILDINGS WITHIN 500 FEET SUBJECT TO LOCAL JURISDICTION.
15. PROVISIONS FOR EXIT DISCHARGE LIGHTING INCLUDING EMERGENCY ARE THE RESPONSIBILITY OF THE BUILDING OWNER AND SUBJECT TO LOCAL JURISDICTION APPROVAL WHEN NOT SHOWN ON THE FLOOR PLAN.
16. PORTABLE FIRE EXTINGUISHER PER NFPA-10 INSTALLED ON SITE, AND SUBJECT TO LOCAL JURISDICTION.
17. THE BUILDINGS FIRE ALARM SYSTEM (PROTECTIVE SIGNALING SYSTEMS, FIRE DETECTION SYSTEMS, ETC.) SHALL BE DESIGNED IN ACCORDANCE WITH NFPA 101 AND NFPA 72 AND THE FIRE ALARM CONTROL PANEL MUST BE INSTALLED IN A HIGHLY VISIBLE LOCATION ACCEPTABLE TO THE LOCAL AUTHORITY HAVING JURISDICTION. (THE FACP CANNOT BE INSTALLED IN A CLOSET OR BATHROOM).
18. IF THIS BUILDING IS LOCATED IN A WIND BORNE DEBRIS REGION ALL EXTERIOR GLAZING SHALL BE PROTECTED WITH AN IMPACT RESISTANT COVERING WHICH IS ALSO DESIGNED TO RESIST THE APPLICABLE WIND PRESSURES. THIS COVERING IS DESIGNED BY OTHERS, SITE INSTALLED AND SUBJECT TO LOCAL JURISDICTION APPROVAL.
   WIND BORNE DEBRIS REGIONS INCLUDE THE FOLLOWING:
   A. AREAS WITHIN ONE MILE OF THE COASTAL MEAN HIGH WATER LINE WHERE THE BASIC WIND SPEED IS EQUAL TO OR GREATER THAN 110 MPH, OR
   B. AREAS WHERE THE BASIC WIND SPEED IS EQUAL TO OR GREATER THAN 120 MPH.

ELECTRICAL NOTES: 1999 NEC

1. ALL CIRCUITS AND EQUIPMENT SHALL BE ORGANIZED IN ACCORDANCE WITH THE APPROPRIATE ARTICLES OF THE NATIONAL ELECTRICAL CODE (NEC).
2. WHEN LIGHT FIXTURES ARE INSTALLED IN CLOSETS THEY SHALL BE SURFACE MOUNTED OR RECESSED. INCANDESCENT FIXTURES SHALL HAVE COMPLETELY ENCLOSED LAMPS. SURFACE MOUNTED INCANDESCENT FIXTURES SHALL HAVE A MINIMUM CLEARANCE OF 12 INCHES AND ALL OTHER FIXTURES SHALL HAVE A MINIMUM CLEARANCE OF 6 INCHES FROM "STORAGE AREA" AS DEFINED BY NEC 410-8(a)
3. WHEN WATER HEATERS ARE INSTALLED THEY SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE WATER HEATERS SERVED. THE BRANCH CIRCUIT SWITCH OR CIRCUIT BREAKER SHALL BE PERMITTED TO SERVE AS THE DISCONNECTING MEANS ONLY WHERE THE SWITCH OR CIRCUIT BREAKER IS WITHIN SIGHT FROM THE WATER HEATER OR IS CAPABLE OF BEING LOCKED IN THE OPEN POSITION.
4. HVAC EQUIPMENT SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE EQUIPMENT SERVED. A UNIT SWITCH WITH A MARKED "OFF" POSITION THAT IS A PART OF THE HVAC EQUIPMENT AND DISCONNECTS ALL UNGROUNDED CONDUCTORS SHALL BE PERMITTED AS THE DISCONNECTING MEANS WHERE OTHER DISCONNECTING MEANS ARE ALSO PROVIDED BY A READILY ACCESSIBLE CIRCUIT BREAKER.
5. PRIOR TO ENERGIZING THE ELECTRICAL SYSTEM THE INTERRUPTING RATING OF THE MAIN BREAKER MUST BE DESIGNED AND VERIFIED AS BEING IN COMPLIANCE WITH SECTION 110-9 OF THE NEC BY LOCAL ELECTRICAL CONSULTANT.
6. THE MAIN ELECTRICAL PANEL AND FEEDERS ARE DESIGNED BY OTHERS, SITE INSTALLED AND SUBJECT TO LOCAL JURISDICTION APPROVAL.
7. ALL CIRCUITS CROSSING OVER MODULE MATING LINE(S) SHALL BE SITE CONNECTED WITH APPROVED ACCESSIBLE JUNCTION BOXES OR CABLE CONNECTORS.
8. FIRE ALARM PULL STATION OPERABLE DEVICE SHALL BE LOCATED 42 TO 45 INCHES ABOVE THE FLOOR. FIRE ALARM HORN/STROBE DEVICE SHALL BE WALL MOUNTED WITH THE BOTTOM EDGE 80 INCHES ABOVE THE FLOOR.
9. ALL RECEPTACLES INSTALLED IN WET LOCATIONS (EXTERIOR) SHALL BE IN WEATHER PROOF (WP) ENCLOSURES. THE INTEGRITY OF WHICH IS NOT AFFECTED WHEN AN ATTACHMENT PLUG CAP IS INSERTED OR REMOVED.

PLUMBING NOTES. 2000 IPC

1. TOILETS SHALL BE ELONGATED WITH NONABSORBENT OPEN FRONT SEATS.
2. THERMAL EXPANSION DEVICE, IF REQUIRED BY WATER HEATER INSTALLED, AND IF NOT SHOWN ON PLUMBING PLAN, IS DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL APPROVAL.
3. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DRINKING WATER FACILITIES AND SERVICE SINK WHEN NOT SHOWN ON FLOOR PLAN.
4. ALL PLUMBING FIXTURES SHALL HAVE SEPARATE SHUTOFF VALVES
5. REST ROOM WALLS SHALL BE COVERED WITH NONABSORBENT MATERIAL TO A MINIMUM HEIGHT OF 48 INCHES A.F.F. (72" MINIMUM IN SHOWERS) AND FLOOR SHALL HAVE A NONABSORBENT SURFACE THAT SHALL EXTEND UPWARD ONTO THE WALL AT LEAST 6".
6. DWV SYSTEM SHALL BE EITHER ABS OR PVC – DWV.
7. WATER SUPPLY LINES SHALL BE POLYBUTYLENE, CPVC, OR COPPER; WHEN POLY-BUTYLENE SUPPLY LINES ARE INSTALLED THE MAXIMUM WATER HEATER TEMPERATURE SETTING IS 180° F. THE POLYBUTYLENE PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS LIMITATIONS AND INSTRUCTIONS.
8. WATER CLOSETS ARE TANK TYPE AND URINALS ARE FLUSH TANK TYPE UNLESS OTHERWISE SPECIFIED.
9. BUILDING DRAIN AND CLEANOUTS ARE DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL.
10. SHOWERS SHALL BE CONTROLLED BY AN APPROVED MIXING VALVE WITH A MAXIMUM WATER OUTLET TEMPERATURE OF 120°F (48.8°C).
11. WATER HEATER SHALL HAVE SAFETY PAN WITH 1 INCH DRAIN TO EXTERIOR, T & P RELIEF VALVE WITH DRAIN TO EXTERIOR, AND A SHUT OFF VALVE WITHIN 3 FEET ON A COLD WATER SUPPLY LINE.

ACCESSIBILITY NOTES: 2002 MD. ACCESSIBILTY STANDARDS

1. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SIGN SHALL BE DISPLAYED AT ALL ACCESSIBLE RESTROOM FACILITIES AND AT ACCESSIBLE BUILDING ENTRANCES UNLESS ALL ENTRANCES ARE ACCESSIBLE. INACCESSIBLE ENTRANCES SHALL HAVE DIRECTIONAL SIGNS INDICATING THE ROUTE TO THE NEAREST ACCESSIBLE ENTRANCE.
2. ACCESSIBLE DRINKING FOUNTAINS SHALL HAVE A SPOUT HEIGHT NO HIGHER THAN 36 INCHES ABOVE THE FLOOR AND EDGE OF BASIN NO HIGHER THAN 34 INCHES PROVISIONS SHALL BE MADE FOR INDIVIDUALS WHO HAVE DIFFICULTY IN BENDING.
3. WHERE STORAGE FACILITIES SUCH AS CABINETS, SHELVES, CLOSETS, AND DRAWERS ARE PROVIDED AT LEAST ONE OF EACH TYPE PROVIDED SHALL CONTAIN STORAGE SPACE COMPLYING WITH THE FOLLOWING: DOORS, ETC. TO SUCH SPACES SHALL BE ACCESSIBLE (ie. TOUCH LATCHES, U-SHAPED PULLS); SPACES SHALL BE WITHIN 15 INCHES MINIMUM AND 48 INCHES MAXIMUM OF THE FLOOR FOR FORWARD REACH OR 9 INCHES SHALL BE A MAXIMUM OF 54 INCHES ABOVE THE FLOOR FOR SIDE REACH; CLOTHES WHEN DISTANCE FROM WHEELCHAIR TO ROD EXCEEDS 10 INCHES).
4. CONTROLS, DISPENSERS, RECEPTACLES AND OTHER OPERABLE EQUIPMENT SHALL BE NO HIGHER THAN 48 INCHES ABOVE THE FLOOR FOR FRONT APPROACH OR 54 INCHES ABOVE THE FLOOR FOR SIDE APPROACH. RECEPTACLES ON WALLS SHALL BE MOUNTED NO LESS THAN 15 INCHES ABOVE THE FLOOR. EXCEPTION: HEIGHT LIMITATIONS DO NOT APPLY WHERE THE USE OF SPECIAL EQUIPMENT DICTATES OTHERWISE OR WHERE ELECTRICAL RECEPTACLES ARE NOT NORMALLY INTENDED FOR USE BY BUILDING OCCUPANTS.
5. WHERE EMERGENCY WARNING SYSTEMS ARE PROVIDED, THEY SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS. THE VISUAL ALARMS SHALL BE LOCATED THROUGHOUT, INCLUDING RESTROOMS, AND PLACED 80 INCHES ABOVE THE FLOOR OR 6 INCHES BELOW CEILING, WHICHEVER IS LOWER.
6. ALL DOORS SHALL BE OPENABLE BY A SINGLE EFFORT. THE MAXIMUM FORCE REQUIRED TO OPEN A DOOR SHALL NOT EXCEED 8.5 LBS. FOR EXTERIOR SWINGING DOORS AND 5 LBS. FOR ALL SLIDING, FOLDING, AND INTERIOR SWINGING DOORS.
7. FLOOR SURFACES SHALL BE STABLE, FIRM, AND SLIP-RESISTANT. CHANGES IN LEVEL BETWEEN 0.25 INCH AND 0.5 INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES IN LEVEL GREATER THAN 0.5 INCH REQUIRE RAMPS. CARPET PILE THICKNESS SHALL BE 0.5 INCH MAX. GRATINGS IN FLOOR SHALL HAVE SPACES NO GREATER THAN 0.5 INCH WIDE IN ONE DIRECTION. DOORWAY THRESHOLDS SHALL NOT EXCEED 0.5 INCH IN HEIGHT.
8. ACCESSIBLE WATER CLOSETS SHALL BE 17 INCHES TO 19 INCHES FROM THE FLOOR TO THE TOP OF THE SEAT. GRAB BARS SHALL BE 36 INCHES LONG MINIMUM WHEN LOCATED BEHIND WATER CLOSET AND 42 INCHES MINIMUM WHEN LOCATED ALONG SIDE OF WATER CLOSET, AND SHALL BE MOUNTED 33 INCHES TO 38 INCHES ABOVE THE FLOOR. A MAXIMUM OF 17 INCHES ABOVE THE FLOOR.
9. ACCESSIBLE URINALS SHALL BE STALL-TYPE OR WALL HUNG WITH ELONGATED RIMS AT MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 28 INCHES ABOVE THE FLOOR TO THE BOTTOM OF THE APRON.
10. ACCESSIBLE LAVATORIES SHALL BE MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 29 INCHES HIGH, 30 INCHES WIDE, AND 19 INCHES DEEP UNDERNEATH SINK. THE SINK DEPTH SHALL BE 6.5 INCHES MAXIMUM.
11. ACCESSIBLE SINKS SHALL BE MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 27 INCHES HIGH, 30 INCHES WIDE, AND 19 INCHES DEEP UNDERNEATH SINK. THE SINK DEPTH SHALL BE 6.5 INCHES MAXIMUM.
12. HOT WATER AND DRAIN PIPES UNDER ACCESSIBLE LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. INSULATION OR PROTECTION MATERIALS MAY BE SITE INSTALLED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER ACCESSIBLE LAVATORIES AND SINKS.
13. ACCESSIBLE LAVATORIES AND SINKS SHALL HAVE ACCESSIBLE FAUCETS (ie. LEVER-OPERATED, PUSH-TYPE, ELECTRONICALLY CONTROLLED).
14. WHERE MIRRORS ARE PROVIDED IN REST ROOM, AT LEAST ONE SHALL BE PROVIDED WITH ITS BOTTOM EDGE NO HIGHER THAN 40 INCHES ABOVE THE FLOOR.
15. WHERE MEDICINE CABINETS ARE PROVIDED, AT LEAST ONE SHALL BE LOCATED WITH A USABLE SHELF NO HIGHER THAN 44 INCHES ABOVE THE FLOOR.
16. GRAB BARS REQUIRED FOR ACCESSIBILITY SHALL BE 1.25 INCHES TO 1.5 INCHES IN DIAMETER WITH 1.5 INCHES CLEAR SPACE BETWEEN THE BAR AND THE WALL.
17. WATER CLOSET FLUSH CONTROL SHALL BE MOUNTED ON THE WIDE SIDE OF THE TOILET AREA.
18. DOORS TO ALL ACCESSIBLE SPACES SHALL HAVE ACCESSIBLE HARDWARE (i.e. LEVER-OPERATED, PUSH-TYPE, U-SHAPED) MOUNTED NO HIGHER THAN 48 INCHES ABOVE THE FLOOR.

SYMBOLS

- SMOKE DETECTOR
- DUPLEX RECEPTACLE 120 V
- SINGLE RECEPTACLE 240 V.
- INCANDESCENT LIGHT WITH 1– 60 W BULB
- VENT FAN
- COMB. VENT FAN & LIGHT
- SUPPLY AIR REGISTER
- RETURN AIR REGISTER
- FLOOD LIGHT W/2–1500 W BULBS

F-BOXES ONLY

- FIRE ALARM PULL STATION
- FIRE ALARM HORN/STROBE
- FIRE ALARM STROBE LIGHT
- THERMOSTAT (PROGRAMMABLE)
- FLUORESCENT FIXTURE WITH 2– 48W TUBES
- EXIT SIGNS W/BATT. BACK–UP
- JUNCTION BOX (NON-APPROVED UNLESS CIRCUIT NO. IS SHOWN)
- TELEPHONE JACK
- SWITCH & 3 WAY SWITCH
- EMERGENCY LIGHT WITH BATTERY BACKUP

MARYLAND STRUCTURAL LOAD LIMITATIONS:

FLOOR LIVE LOAD:
40 PSF
B. 1000# CONCENTRATED LOAD OVER 30 INCH X 30 INCH AREA LOCATED ANYWHERE ON FLOOR.

ROOF LIVE LOAD:
A. 35 PSF.

ROOF SNOW LOAD:
A. P_g = 40 PSF — GROUND SNOW LOAD
B. P_f = 35 PSF — FLAT-ROOF SNOW LOAD.
C. C_e = 1.2 — SNOW EXPOSURE FACTOR
D. I_s = 1.0 — SNOW IMPORTANCE FACTOR.
E. C_t = 1.1 — SNOW THERMAL FACTOR.

BUILDING CATEGORY: II ASCE 7-98

WIND LOAD:
A. 120 MPH — WIND SPEED.
B. I_w = 1.0 — WIND IMPORTANCE FACTOR.
C. C — WIND EXPOSURE CATEGORY.
D. GCpi = 0.18 — INTERNAL PRESSURE COEFFICIENT
E. Pw = 41.9 PSF — WALL COMPONENT & CLADDING LOAD.
F. Pr = 79.1 PSF — ROOF COMPONENT & CLADDING LOAD.
G. THIS BUILDING IS NOT DESIGNED FOR PLACEMENT ON THE UPPER HALF OF A HILL OR ESCAPMENT EXCEEDING 15 FEET IN HEIGHT.

SEISMIC LOAD:
A. I — SEISMIC USE GROUP
B. C — SITE CLASS
C. IK — SEISMIC FORCE RESISTING SYSTEM.
D. C — SEISMIC DESIGN CATEGORY.
E. SIMPLIFIED — ANALYSIS PROCEDURE.
F. S_{DS} = 0.49 — SPECTRAL RESPONSE COEFFICIENT.
G. S_{D1} = 0.19 — SPECTRAL RESPONSE COEFFICIENT.
H. V = 3450 LBS. — DESIGN BASE SHEAR.
I. R = 6 — RESPONSE MODIFICATION COEFFICIENT

FLOOD LOAD:
THIS BUILDING IS NOT DESIGNED TO BE LOCATED IN A FLOOD HAZARD AREA.

MECHANICAL NOTES: 2000 IMC

1. ALL SUPPLY AIR REGISTERS SHALL BE 10 INCHES x 10 INCHES ADJUSTABLE WITH 10 INCHES x 20 INCHES (INSIDE) x 5/8 INCH OVERHEAD FIBERGLASS DUCT, UNLESS OTHERWISE SPECIFIED.
2. DUCT PROTECTION PKG. PAGE NO. C14.0
3. VENT FANS SHALL BE DUCTED TO THE EXTERIOR AND TERMINATE AT AN APPROVED VENT CAP.
4. HVAC EQUIPMENT SHALL BE EQUIPPED WITH OUTSIDE FRESH AIR INTAKES PROVIDING 15 CFM FOR EACH OCCUPANT OR 75 CFM FOR EACH WATER CLOSET AND EACH URINAL, WHICHEVER IS GREATER.
5. HVAC UNITS WITH A DESIGN CAPACITY GREATER THEN 2000 CFM SHALL HAVE A LISTED APPROVED SMOKE DETECTOR.
6. MECHANICAL SYSTEM DESIGNED FOR 30 OCCUPANTS.
7. VENTILATION SYSTEM SHALL OPERATE CONTINUOUSLY WHEN BUILDING IS OCCUPIED.

ELECTRICAL SCHEDULE 'A'

CUIT	NOMENCLATURE	BREAKER (AMPS)	WIRE (CU.)
1, 3	HVAC	60 A (3P) HACR	6-2 (6 GRND.
5, 7	W/H	30A (2P)	10-2 NM
4, 6	RECEPTACLES	20 A	12-2 NM
2	LIGHTING/FAN	20 A	12-2 NM

ELECTRICAL PANEL SIZING:

ESCRIPTION	PANEL 'A' KVA
ERAL LIGHTING	
5 KW/SF X 700 SF X 1.25=	3.1
RECEPTS AT 180VA/1000=	2.0
ER HEATER 6.5 KW =	6.5
FANS AT .3 KW X 1.25=	1.2
=	10.5
ER	—
23.1 KW	
A/240 X 1000= 97 AMPS	
ALL 100 AMP PANEL	
240 V 1ø	

ELECTRICAL SCHEDULE 'B'

CIRCUIT	NOMENCLATURE	BREAKER (AMPS)	WIRE (CU.)
1, 3	HVAC	60 A (3P) HACR	6-2 (6 GRND)
-	W/H	20A (1P)	12-2 NM
4, 6	RECEPTACLES	20 A	12-2 NM
2	LIGHTING/FAN	20 A	12-2 NM

ELECTRICAL PANEL SIZING:

DESCRIPTION	PANEL 'B' KVA
GENERAL LIGHTING	
.0033 KW/SF X 820 SF X 1.25=	3.1
14 RECEPTS AT 180VA/1000=	2.4
WATER HEATER 1.8 KW x 1.25 =	—
2 FANS AT .3 KW X 1.25=	.8
HVAC	10.5
OTHER	—
TOTAL 16.8 KW	
TOTAL/240 X 1000= 70 AMPS	
INSTALL 100 AMP PANEL	
120/240 V 1ø	

MARYLAND NOTES:

1. WHEN REQUIRED RESTROOM FACILITIES ARE NOT PROVIDED WITHIN THE BUILDING THEY SHALL BE LOCATED IN AN ADJACENT BUILDING SUBJECT TO LOCAL APPROVAL OR WILL BE SITE INSTALLED AND SUBJECT TO LOCAL INSPECTION. THIS SHALL BE NOTED ON THE BUILDING DATA PLATE.
2. REFER TO STATE PACKAGE PAGE NO. C24.0 FOR REQUIRED DUCT PROTECTION AT CONNECTION TO HVAC UNIT.
3. THE FOLLOWING NOTE SHALL BE ON THE BLDG. DATA PLATE: THIS BUILDING HAS NOT BEEN DESIGNED FOR AND IS NOT APPROVED FOR INSTALLATION IN THE FOLLOWING MARYLAND COUNTIES:
   GARRETT, ALLEGANY,
4. HVAC SYSTEM SHALL COMPLY WITH NFPA 90A WHEN BUILDING VOLUME DOES NOT EXCEED 25,000 CUBIC FEET, OTHERWISE HVAC SYSTEM SHALL COMPLY WITH NFPA 90A.
5. THESE PLANS ARE PREPARED TO FACILITATE CONSTRUCTION OF THE PRE-ENGINEERED FACTORY BUILT MODULAR BUILDING, AND THEY INCLUDE MINIMUM ON-SITE SUPPORT AND THE DOOR REQUIREMENTS FOR THE MODULAR BUILDING. THE PROJECT ARCHITECT OF RECORD IS RESPONSIBLE FOR INCORPORATION AND COORDINATION OF THESE PLANS INTO THE OVERALL PROJECT DESIGN.

NOTICE

HWC APPROVAL IS NOT VALID IN THOSE PORTIONS OF LISTED STATE(S) WHERE SNOW LOADS DETERMINED FROM LOCAL METEOROLOGICAL DATA EXCEED THE LISTED LIVE LOAD.

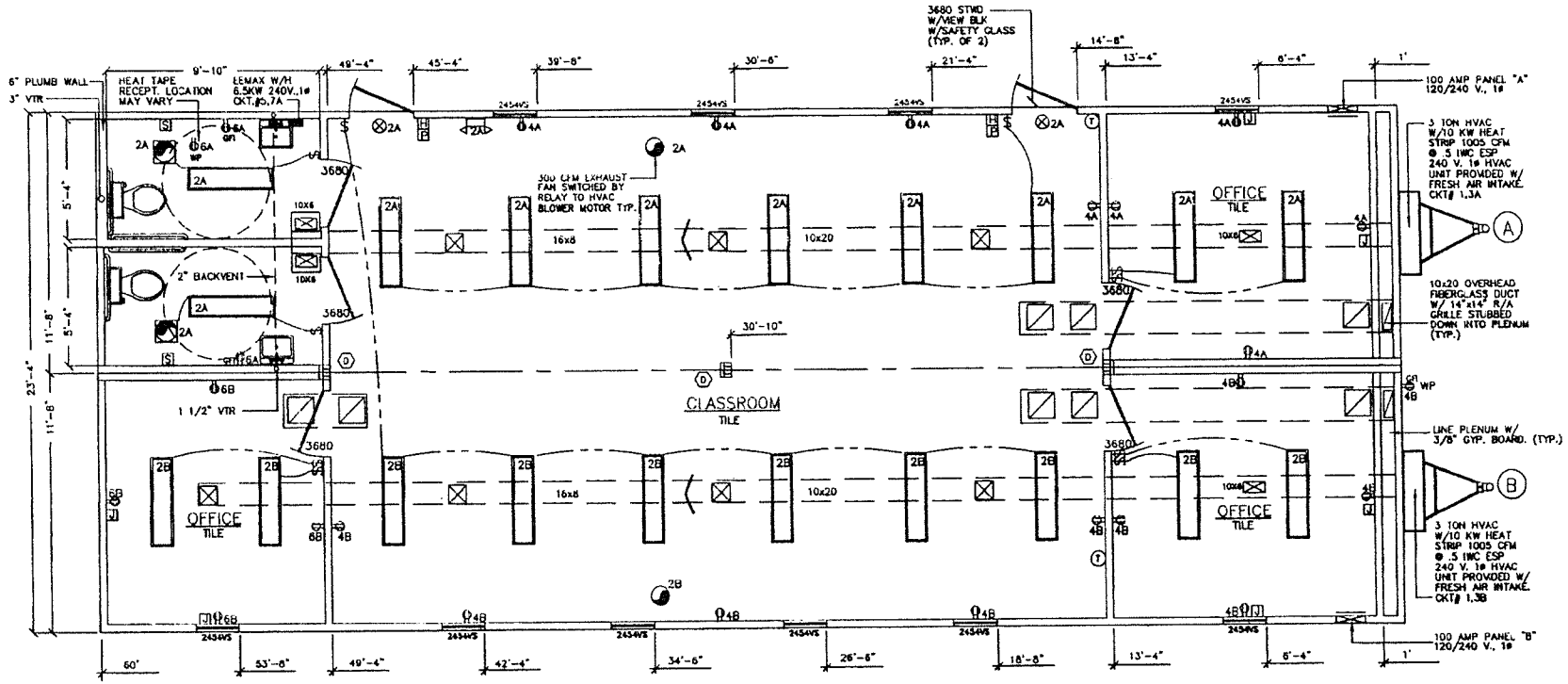
MARYLAND NOTES TO LOCAL BUILDER AND/OR SITE DEVELOPER

1. ALL SITE WORK, INCLUDING THE LOCATION OF THE BUILDING IS REQUIRED TO BE REVIEWED AND APPROVED BY A MARYLAND REGISTERED ARCHITECT OR ENGINEER TO VERIFY CODE COMPLIANCE INCLUDING, BUT NOT LIMITED TO: FIRE RESISTANCE RATINGS FOR EXTERIOR PROTECTION, MEANS OF EGRESS, HEIGHT AND AREA LIMITATIONS AND OTHER PERTINENT SITE-RELATED MATTERS.
2. THESE APPLICABLE CONSTRUCTION DOCUMENTS, INCLUDING SITE AND DEVELOPMENT DRAWINGS, SHALL BE SUBMITTED TO THE LOCAL GOVERNMENT AGENCY FOR REVIEW AND APPROVAL BY THEM VIA THE NORMAL INSPECTION AND PERMIT PROCESS.

APPROVED
OCT 13 2003
HWC
HILBORN, WERNER, CARTER & ASSOC.

DIAMOND BUILDERS INC.
P.O. BOX 2200
DOUGLASS, GEORGIA 31534
439 THOMPSON DR.
(912) 384-7080

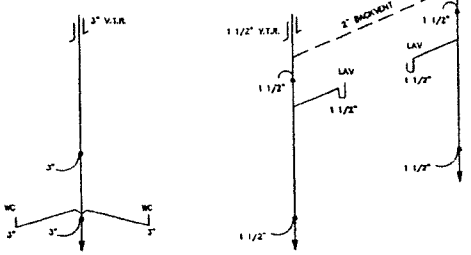
DATE: 10-2-03	THIRD PARTY: HILBORN, WERNER, CARTER & ASSOCIATES, INC. 1827 SOUTH MYRTLE AVE. CLEARWATER, FL 33756
SCALE: AS NOTED	
CODES: SEE NOTES	REVISIONS:
LABELS: MD., HWC	BY: T.L.H.
DB1145–46 A/B 24 X 60 EDUCATION	SHEET 1 OF 4
COVER SHEET	JOB NO. 2088-0147



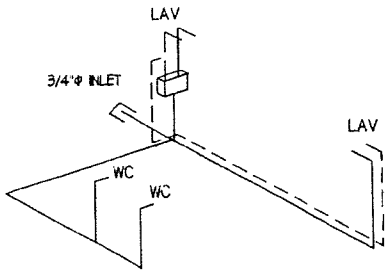
IPPLY LINE SIZING IS BASED ON
ASSUMED AVAILABLE PRESSURE
46 TO 60 PSI AT MAIN INLET
ID SHOULD BE VERIFIED PRIOR TO
ONSTRUCTION.

COLD
HOT

L SUPPLY LINES SHALL BE
/4", ALL STUB-UPS SHALL BE
/2" UNLESS OTHERWISE SPECIFIED.



DWV RISER NTS



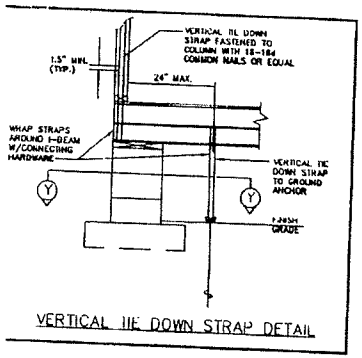
SUPPLY RISER -NTS-

APPROVED
OCT 13 2003
HWC
HILBORN, WERNER, CARTER & ASSOC.

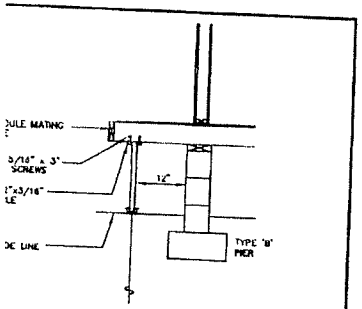
COLUMN STRAPPING SCHEDULE:	
(A) (2) 2x4 SPF #2 THIS HALF.	(B) (2) 2x4 SPF #2 EACH HALF
(C) (3) 2x4 SPF #2 THIS HALF.	(D) (3) 2x4 SPF #2 EACH HALF.
(E) (4) 2x4 SPF #2 THIS HALF.	(F) (4) 2x4 SPF #2 EACH HALF
(G) (5) 2x4 SPF #2 THIS HALF.	(H) (5) 2x4 SPF #2 EACH HALF
● WITH RIDGE BEAM BEARING STIFFENER	

NOTES:
1. ALL COLUMN STUDS SHALL BE GLUE/NAILED TOGETHER. PVA GLUE WITH 100% COVERAGE SHALL BE USED.
2. INSTALL TWO STEEL STRAPS AT EACH STUD OF EACH COLUMN.
3. COLUMN STUDS SHALL NOT BE NOTCHED OR BORED.

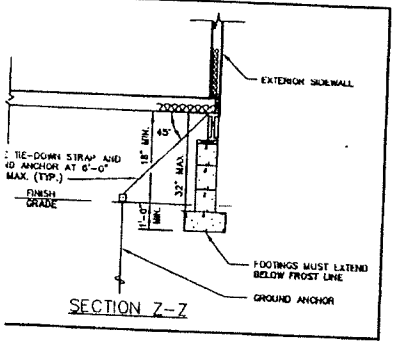
DIAMOND BUILDERS INC. P.O. BOX 2200 DOUGLASS, GEORGIA 31534	439 THOMPSON DR. (912) 384-7080	
DATE: 10-2-03	THIRD PARTY: HILBORN, WERNER, CARTER & ASSOCIATES, INC. 1627 SOUTH MYRTLE AVE. CLEARWATER, FL 33756	
SCALE : 3/16"=1'-0"		
CODES: SEE NOTES	REVISIONS:	BY T.L.H.
LABELS: MD, HWC		
DBI1145-46 A/B 24 X 60 EDUCATION		SHEET 2 OF 4
FLOOR PLAN	JOB NO. 2060-0147	



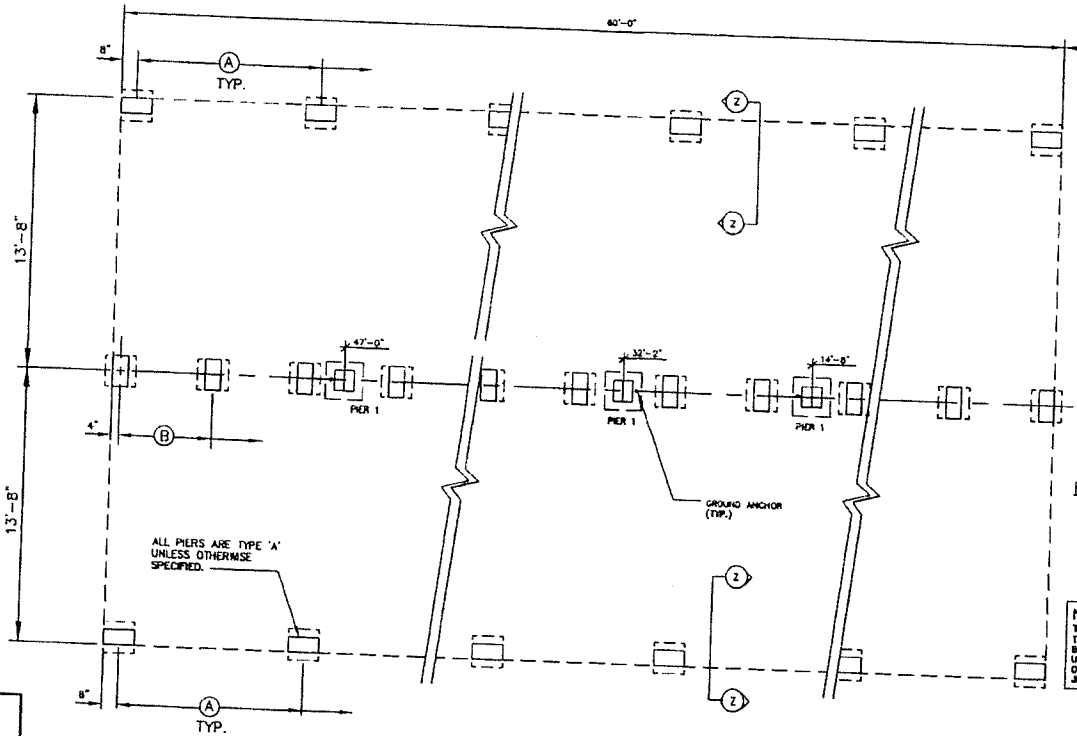
VERTICAL TIE DOWN STRAP DETAIL

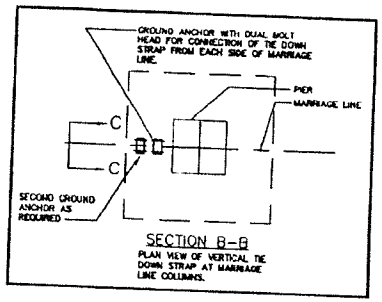


SECTION X-X



SECTION Z-Z



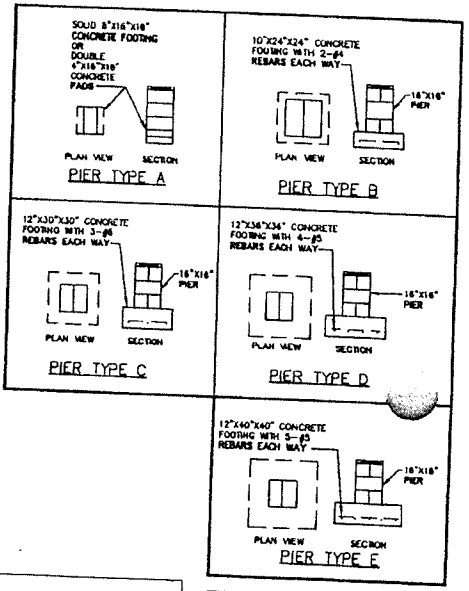


SECTION B-B
PLAN VIEW OF VERTICAL TIE DOWN STRAP AT MARRIAGE LINE COLUMNS.

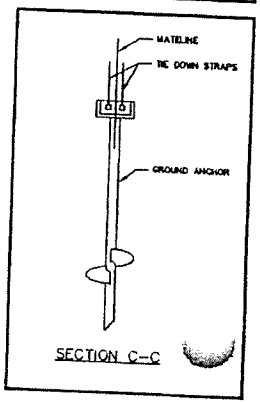
MAXIMUM PIER SPACING			MINIMUM SOIL BEARING CAPACITY
(A) SIDEWALLS	(B) MATELINE		
5'-3"	2'-8"	5'-8"	2000 PSF
8'-0"	4'-2"	8'-6"	3000 PSF
	WITH WALL	NO WALL	

MARRIAGE WALL PIER REQUIREMENTS

PIER NUMBER	MINIMUM SOIL BEARING CAPACITY	PIER TYPE	NUMBER OF VERTICAL TIE DOWN STRAPS REQ'D (EACH MODULE)
1	2000 PSF	D	1
	3000 PSF	C	1
	2000 PSF		
	3000 PSF		



NOTE:
THIS FOUNDATION PLAN IS PROVIDED FOR REFERENCE AS A TYPICAL STANDARD. ACTUAL FOUNDATION CONDITIONS MUST BE EVALUATED FOR APPLICABILITY IF THIS PLAN IS TO BE USED. ALTERNATE FOUNDATION PLANS MAY BE DESIGNED BY OTHERS IN ACCORDANCE WITH THE REQUIREMENTS OF THE JURISDICTION HAVING AUTHORITY.



SECTION C-C

INDATION NOTES:

UNDATION CONSTRUCTION, MATERIALS, AND INSTALLATION SHALL BE IN DANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.

HIS STRAPS TO BE 1-1/4"x .035" TYPE-1, FINISH B, GRADE 1 ZINC COATED STRAPPING CERTIFIED BY A REGISTERED ENGINEER OR ARCHITECT AS MING WITH ASTM D3953-91. TIE DOWN STRAPS AND CONNECTING HARDWARE HAVE 3150# MINIMUM WORKING CAPACITY.

GROUND ANCHOR SHALL HAVE A WORKING CAPACITY NO LESS THAN THE F THE REQUIRED WORKING CAPACITIES OF ALL TIE DOWN STRAPS CONNECTED GROUND ANCHOR, AND SHALL BE INSTALLED IN ACCORDANCE WITH THE ACTURER'S SPECIFICATIONS. DESIGN OF GROUND ANCHOR, INCLUDING SHAFT NUMBER AND DIAMETER OF HELIXES, ETC., TO BE AS SPECIFIED BY THE ANCHOR MANUFACTURER FOR THE ACTUAL SOIL TYPE ENCOUNTERED IF THE G OR PULLOUT CAPACITIES OF GROUND ANCHORS ARE BELOW THE ASSUMED VALUES, THE ARCHITECT/ENGINEER MUST BE CONSULTED FOR AN ALTERNATE LACE DESIGN.

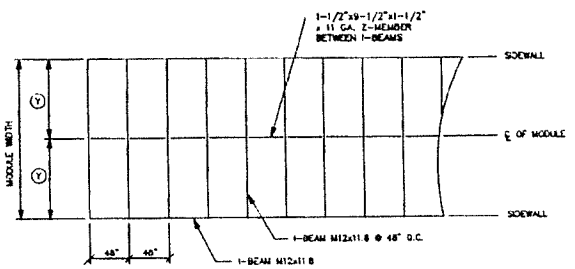
4. THE FIRST TIE-DOWN STRAP FROM ENDWALLS SHALL NOT EXCEED 1/2 THE MAXIMUM SPACING INDICATED.
5. ALL PIERS SHALL BE CONSTRUCTED OF 8"x 8"x 16" CONCRETE MASONRY UNITS CONFORMING TO ASTM C90. MASONRY UNITS SHALL BE LAID IN TYPE M OR S MORTAR OR COVERED WITH SURFACE BONDING CEMENT INSTALLED IN ACCORDANCE WITH ITS LISTING. PIER FOOTINGS SHALL BE AS DESCRIBED ABOVE.
6. MINIMUM CONCRETE FOOTING COMPRESSIVE STRENGTH 2,500 PSI AT 28 DAYS.
7. ALL REINFORCEMENT BARS SHALL COMPLY WITH ASTM A615, GRADE 60. REINFORCEMENT BARS SHALL BE EQUALLY SPACED AND PLACED WITH 3" CLEARANCE FROM BOTTOM AND SIDES OF THE FOOTING.
8. ALL PIERS SHALL BE CAPPED WITH 2x8 SYP PRESSURE TREATED SILL PLATES, FULL LENGTH OF PIER.
9. I-BEAM SUPPORT PIERS MAY BE INSTALLED LATERALLY (90° FROM THE ORIENTATION SHOWN ON THE FOUNDATION PLAN). CENTERLINE OF EACH PIER MUST BE LOCATED DIRECTLY BELOW THE I-BEAM CENTERLINE.
10. SOIL BEARING CAPACITY SHOWN ON THIS PLAN IS ASSUMED. IF THE ACTUAL SOIL BEARING CAPACITY IS LESS THAN 2,000 PSF, THE ARCHITECT/ENGINEER MUST BE CONSULTED FOR REQUIRED ALTERNATE FOUNDATION DESIGN. FOOTINGS SHALL BE PLACED ON NON-EXPANSIVE SOILS ONLY.
11. INSTALL BLOCK PIER ON EACH SIDE OF ALL EXTERIOR DOOR OPENINGS. (MANUFACTURER'S RECOMMENDATION ONLY - OPTIONAL WHEN NOT SHOWN) SLIGHT ADJUSTMENT MAY BE REQUIRED TO ENSURE OPERABILITY AFTER INSTALLATION OF BUILDING IS COMPLETE.
12. THE AREA UNDER FOOTINGS AND FOUNDATIONS SHALL HAVE ALL VEGETATION, STUMPS, ROOTS, AND FOREIGN MATERIALS REMOVED PRIOR TO THEIR CONSTRUCTION.
13. THE FOUNDATION DIMENSIONS SHOWN ARE NOMINAL. AN INCREASE IN MODULE WIDTH SHOULD BE EXPECTED DUE TO MODULE EXPANSION. SETTING TOLERANCES, ETC. THE FOUNDATION CONTRACTOR SHOULD CONSULT WITH THE MANUFACTURER OF THE MODULES PRIOR TO CONSTRUCTION OF THE FOUNDATION TO DETERMINE THE AMOUNT OF INCREASED WIDTH TO BE ADDED TO THE NOMINAL DIMENSIONS SHOWN ABOVE.

APPROVED
OCT 13 2003
HWC
HILBORN, WERNER, CARTER & ASSOC.

DIAMOND BUILDERS INC.
P.O. BOX 2200
DOUGLASS, GEORGIA 31534
439 THOMPSON DR.
(912) 384-7080

DATE: 10-2-03	THIRD PARTY: HILBORN, WERNER, CARTER & ASSOCIATES, INC. 1627 SOUTH MYRTLE AVE. CLEARWATER, FL 33756
SCALE: n.t.s	
CODES: SEE NOTES	REVISIONS:
LABELS: MO., HWC	BY: T.L.H
DBI1145-46 A/B 24 X 60 EDUCATION	SHEET 3 OF 4
FOUNDATION PLAN	JOB NO. 2088-0147

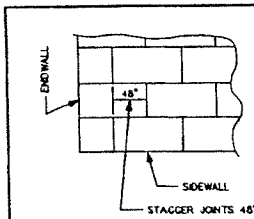
AME DETAIL DIMENSIONS	
JLE	Ⓨ
8'	70"



FRAME DETAIL
n.t.s.

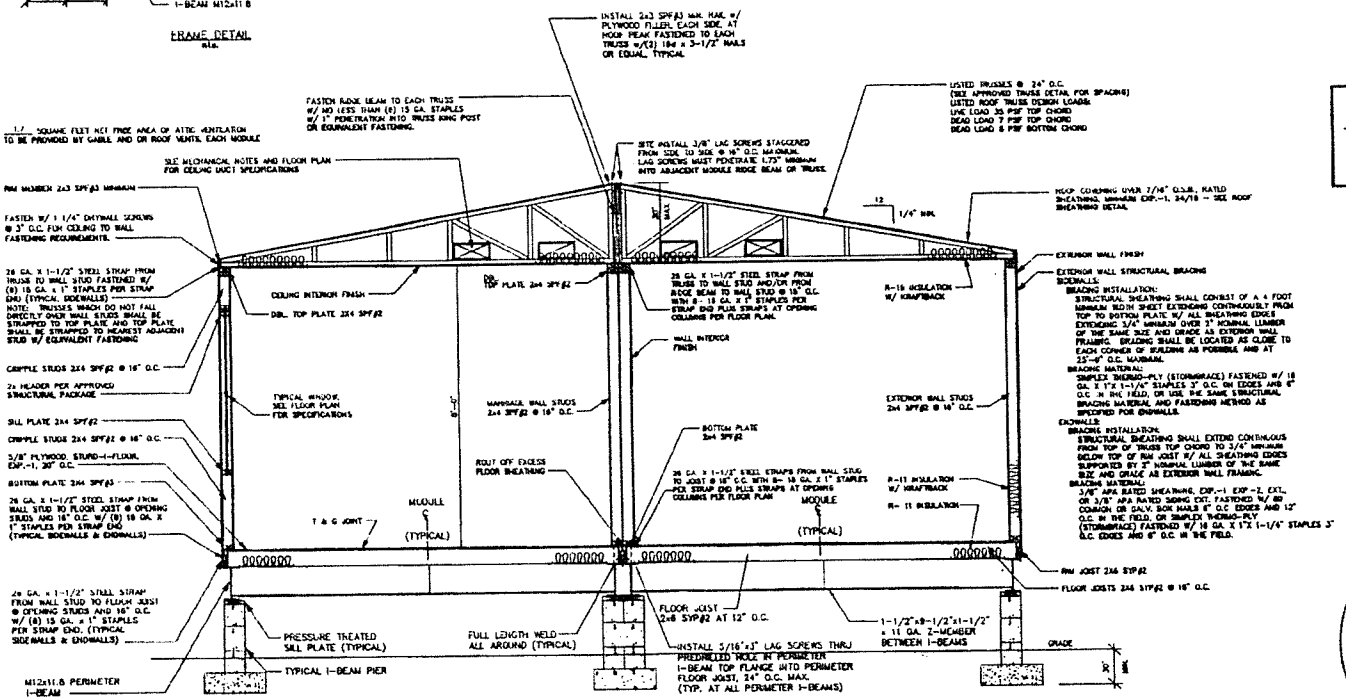
GENERAL CROSS-SECTION NOTES:

1. UNLESS OTHERWISE SPECIFIED, ALL STEEL MUST COMPLY W/ ASTM A36, YIELD STRENGTH = 36 KSI.
2. ALL LAG SCREWS MUST COMPLY W/ ANSI/ ASME B18.2.1. F_{YEP} 60 KSI MINIMUM.
3. SEE FOUNDATION PLAN FOR PIER AND TIE-DOWN STRAPPING LOCATIONS, ORIENTATIONS, AND SPECIFICATIONS.



7/16" O.S.B. SHEATHING TO BE FASTENED TO TRUSSES W/ 8d COMMON NAILS @ 6" O.C. ON EDGES AND 12" O.C. IN FIELD

ROOF SHEATHING DETAIL



APPROVED TRUSS DESIGN:

TRUSS MANUFACTURER: ALPINE

TRUSS DRAWING. # 25419

APPROVED
OCT 13 2003
HWC
HILBORN, WERNER, CARTER & ASSOC.

RIDGE BEAM CONSTRUCTION:

3 LAYERS 3/4"X 24" PLYWOOD, RATED SHEATHING, EXP.-1, STRUCT.-1, 5 PLY/5 LAYER, 48/24 EACH HALF CONTINUOUS ENTIRE LENGTH OF BUILDING.

NOTES:

1. PLYWOOD FACE GRAIN MUST BE PARALLEL TO THE RIDGE BEAM SPAN.
2. ALL PLYWOOD BUTT JOINTS MUST BE STAGGERED 24" MINIMUM.
3. ALL RIDGE BEAM PLYWOOD LAMINATIONS MUST BE THE SAME DEPTH, THICKNESS, AND GRADE OF PLYWOOD. NO LUMBER OR PLYWOOD FLANGES ARE PERMITTED.
4. PLYWOOD MUST BE MANUFACTURED IN ACCORDANCE W/ PS 1-95.
5. PLYWOOD LAMINATIONS IN EACH HALF OF THE UNITS MUST BE GLUE NAILED TO ADJACENT LAYERS IN ACCORDANCE W/ PDS SUPPLEMENT #5, W/ AN ADHESIVE COMPLYING W/ ASTM D2559, OR CA25-4.
6. PLYWOOD MUST NOT BE TREATED W/ A FIRE RETARDANT PROCESS.
7. MOISTURE CONTENT MUST BE LESS THAN 16%.
8. BEAMS SUPPORTED BY ENDWALL COLUMNS MUST EXTEND CONTINUOUS OVER COLUMNS TO EXTERIOR FACE OF ENDWALL.
9. INSTALL (2X4) X 20" SPF#3 RIDGE BEAM BEARING STIFFENER OVER SUPPORT COLUMNS. WHEN SPECIFIED ON FLOOR PLAN; FASTEN THE FACE OF THE STIFFENER TO THE RIDGE BEAM W/ 100% GLUE COVERAGE AND (6) 16 GA. X 2-1/2" STAPLES.

INTERIOR FINISH MATERIAL:

CEILING - 1/2 INCH HI-STRENGTH MINIMUM GYPSUM BOARD INSTALLED PER MANUF. SPECIFICATIONS. (SEASPRAY FINISHS W/ROSETTES).

WALL - 1/2 INCH MINIMUM GYPSUM BOARD (VINYL COVERED) RESTROOM.

FLOOR - BLOCK TILE THROUGHOUT.

EXTERIOR FINISH MATERIAL:

ROOF - 30 GAUGE GALVANIZED METAL ROOF COVERING INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

WALL - SMART PANEL SIDING (OVER AN APPROVED MOISTURE BARRIER).

DIAMOND BUILDERS INC.
P.O. BOX 2203, DOUGLASS, GEORGIA 31534
439 THOMPSON DR. (912) 384-7080

DATE: 10-2-03	THIRD PARTY: HILBORN, WERNER, CARTER & ASSOCIATES, INC. 1827 SOUTH MYRTLE AVE. CLEARWATER, FL 33758
SCALE : NO SCALE	
CODES: SEE NOTES	REVISIONS: BY: T.L.H.
LABELS: NO., HWC	
DBI1145-46 A/B 24 X 60 EDUCATION	SHEET 4 OF 4
CROSS SECTION	JOB NO. 2088-0147

MODULE TWELVE: THE OPERATOR

LEARNING OBJECTIVES

At the end of this module, participants will:

- Explain the factors related to the driver's condition, which will affect his/her ability to drive defensively.
- Explain ways to prevent the driver's factors from diminishing the driver's capacity to drive safely.
- Discuss the company's substance abuse policy.
- Discuss the federal regulations related to substance abuse and testing for drugs and alcohol.
- Recognize the influence a driver's personal problems can have on his/her ability to drive safely.
- Describe how to prevent personal problems from adversely affecting his/her own defensive driving skills.

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- The Operator 246
- Fatigue 247
- Illness 250
- Substances 251
- Alcohol 251
- Other Drugs 254
- Substance Abuse Policy 256
- Personal Problems 256

MATERIALS NEEDED

- Chalkboard or whiteboard.
- If you are using the CD-ROM audio-visuals provided with this program, you must have a computer and a projection system (see instructor's handbook for details).
- You will be distributing (at least) the tenth section of the Participant's Manual during this module. You must have enough copies for everyone.
- If you are using the standardized quizzes which are provided with this program, you must have enough copies for your group.

LESSON PLAN

- The Operator ..... 5 min.
- Fatigue ..... 5 min.
- Illness ..... 5 min.
- Substances ..... 15 min.
- Other Drugs ..... 15 min.
- Substance Abuse Policy ..... 15 min.
- Personal Problems ..... 5 min.

THE OPERATOR

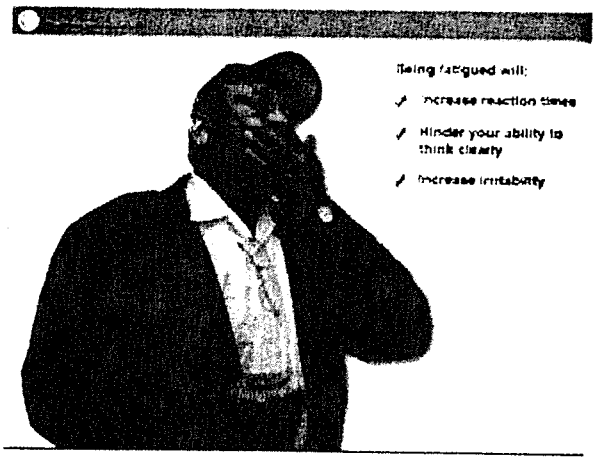
There are many factors that can cause you to be less alert than you should be. Some of them include:

- Lack of sleep;
- Illness;
- Over-the-counter medications;
- Alcohol and illegal drugs;
- Personal problems;
- Unnecessary conversation;
- Inattention.

Any one of these can affect your concentration so that you do not see hazards quickly. They can slow your perception time, as well as your reaction time, from the average of 3/4 of a second.

Remember, slowed reaction time translates to increased stopping distance.

Vehicle Operations→ The Operator→ Fatigue →1 of 1



• Driver - Causes of Fatigue

Q What are some of the effects of fatigue?

A Effects of fatigue include:

- Increased reaction times from the average of 3/4 second;
- Decreased ability to think clearly;
- Increased irritability.

FATIGUE

Many factors can cause fatigue. However, unlike alcohol, there is no chemical test for fatigue. Fatigue affects mental and physical performance like decision-making and response time.

There are many factors that can lead to fatigue:

- Poor nutrition (skipping meals, not eating properly);
- Illness (colds, flu, chronic illness);
- Some medications;
- Constant stress;
- Sleep deprivation (split work shifts, not getting enough rest prior to your shift);
- Boredom (same route, familiar situations, not paying attention);
- Emotional stress (domestic problems, other life stressors);
- Ergonomics (seats, control panels, instruments);
- Noise (engine, bus vibration);
- Environment (weather, terrain, glare, road construction, traffic congestion);
- General health (physical condition, night vision);
- Experience (lack of);
- Personality (type, attitude).

It can be difficult to adjust your sleeping schedule under these conditions. But if you do not, your reaction time could be slowed and your chances of having a collision increased.

Notes to Instructor

Be understanding of operators' difficult schedules, but stress that it is still their responsibility to be rested when driving.

Operating a bus for long hours can be tiring. However, there are things that you can do to help you stay alert and safe.

- **Get Enough Sleep** — Sleep loss accumulates into a sleep debt. Recuperation involves obtaining a deeper sleep over several nights to compensate physiologically. Starting your shift when you are already tired is dangerous. Make sure that you get enough sleep before you start. Most people require 7-8 hours of sleep every 24 hours.

- **Caffeine** — The caffeine equivalent of two cups of coffee takes from 20-30 minutes to take effect and then provides a temporary boost lasting about an hour. Although, the beneficial effects of caffeine have been scientifically documented, it must be remembered that this can only be used as a temporary measure.

- **Schedule Work Safely** — Your body gets accustomed to sleeping during certain hours. Try to schedule work for the hours you are normally awake. If you cannot schedule your work around your sleep, then you will have to schedule sleep to fit your work hours.

- **Avoid Medication** — Many medicines can make you drowsy. Those that do have a label warning against operating machinery or vehicles. The most common medicine of this type is ordinary cold medication. If you must drive with a cold, you may be better off suffering from the cold symptoms rather than from the effects of an over-the-counter medicine. Advise your doctor that you operate a bus. Medications can be prescribed that do not make you drowsy.

- **Keep Cool** — A hot, poorly ventilated operator's compartment can make you drowsy. Keep the window or vent window partially open or use the driver's fan or air conditioning blower.

- **Use Your Scheduled Breaks** — Short breaks can keep you alert. Use them before you feel really drowsy or tired. Walk around and inspect your bus. It may help to do some physical exercises. When you are sleepy, trying to "push on" is far more dangerous than most drivers think. Your body will eventually give in and shut down. You cannot fight fatigue; it is a major cause of fatal crashes.

- **Stop Driving When You Are Sleepy** — If you are too sleepy to safely continue, call dispatch and ask to be relieved from duty. The only real solution to fatigue is to get some sleep.

- **Do Not Use Drugs** — There is no drug that will overcome fatigue. While some may keep you awake for awhile, they will not make you alert. Eventually, you will be even more tired than if you had not taken them at all. Sleep is the only thing that can safely overcome sleep deprivation.

ILLNESS

Susceptibility to fatigue is greatly increased from illness. Illness depletes the body of energy as it heals itself. If you are seriously ill, do not drive. If you have a minor illness but feel well enough to drive, be extra careful to compensate for the effect of the illness on your driving.

Check with your doctor and follow the doctor's instructions.

Q Do you drive as well when you are feeling ill as when you are well?

A No, even a mild illness like a cold affects concentration, perception time, and reaction time.

Notes to Instructor

Emphasize that even a minor illness will affect your concentration, perception time, and reaction time.

Q How can medicine affect your defensive driving?

A Many medicines slow perception and reaction time. Some also cause drowsiness. This includes over-the-counter as well as prescribed medication.

Q What precautions should you take before taking medicine?

A Check the label to see if the medication causes drowsiness or has a warning against driving. If so, either do not take it or do not drive.

SUBSTANCES

Notes to Instructor

When discussing drugs and alcohol, make sure to use a tone in your voice that would not make the operators feel that you are accusing them of using drugs or alcohol on the job.

ALCOHOL

Drinking alcohol and then driving is a very serious problem. People who drink alcohol are involved in traffic collisions resulting in over 20,000 deaths every year.

You should know:

- How alcohol works in the human body;
- How alcohol affects driving;
- Laws regarding drinking and driving;
- Legal, financial, and safety risks of drinking and driving.

Vehicle Operations→ The Operator→ Substances →1 of 1

- *Alcohol Bottle*
- *Illegal Drugs*
- *Prescription Bottles*

THE TRUTH ABOUT ALCOHOL

There are many dangerous ideas about the use of alcohol. The operator who believes in these incorrect ideas will be more likely to get into trouble.

People incorrectly believe that the type of alcohol matters. However, it doesn't make any difference whether alcohol comes from a couple of beers, from two glasses of wine, or two shots of hard liquor. It is the amount of alcohol—not the type that matters.

All of the following drinks contain the same amount of alcohol:

- A 12 ounce glass of 5% beer;
- A 5 ounce glass of 12% wine;
- A 1 ½ ounce shot of 80 proof liquor.

Alcohol goes directly from the stomach into the blood stream. A drinker can control the amount of alcohol by the amount they consume; however, the drinker cannot control how fast the body processes the alcohol. If you consume alcohol faster than your body can get rid of it, you will have more alcohol in your body and your driving will be more affected.

The amount of alcohol in your body is commonly measured by Blood Alcohol Concentration (BAC).

BAC is determined by the amount of alcohol you drink (more alcohol means higher BAC), how fast you drink (faster drinking means higher BAC), and your weight (a small person does not have to drink as much to reach the same BAC).

Alcohol affects more and more of the brain as BAC builds up. Initially the part of the brain that controls judgment and self control is affected. Sadly, this can keep drinkers from knowing they are getting drunk. And of course, good judgment and self control are absolutely necessary for safe driving. As blood alcohol concentration continues to build, muscle control, vision, and coordination are increasingly affected. Eventually, a person will pass out.

Everyone is affected by drinking alcohol. Alcohol affects judgment, vision, coordination, and reaction time. It causes serious driving errors, such as:

- Increased reaction time to hazards;
- Driving too fast or too slow;
- Driving in the wrong lane;
- Running over the curb;
- Weaving;
- Straddling lanes;
- Quick, jerky starts;
- Failing to signal or use lights;
- Running stop signs and red lights;
- Improper passing.

These effects mean increased chances of a crash and chances of losing your driver's license and your job. The chance of a crash is much greater for drivers who have been drinking than for drivers who have not.

OTHER DRUGS

Besides alcohol, other legal and illegal drugs are being used more often. Laws prohibit possession or use of many drugs while on duty. They prohibit being under the influence of any controlled substance.

Q What are some examples of controlled substances?

A Controlled substances include:

- Amphetamines (including "pep pills" and "bennies");
- Marijuana;
- Narcotics;
- Any substance that can make the driver unsafe.

In addition to being illegal, low doses of marijuana have many of the same characteristics of alcohol:

- Increased reaction time;
- Quick absorption into the bloodstream;
- Diminished judgment and accuracy;
- Distorted sense of time and space.

The same holds true for cocaine. After a brief stimulation cocaine can cause:

- Headaches;
- Drowsiness;
- Irritability;
- Dizziness;
- Loss of concentration.

This includes a variety of prescription and over-the-counter medicines, which may make the driver drowsy or otherwise affect safe driving ability. However, possession and use of a drug prescribed by a doctor is permitted if the doctor informs the driver that it will not affect safe driving ability.

- Know the potential effects of any drug before you take it.
- Inform your doctor of your job duties so that he can prescribe a drug that will not affect your safe driving ability. Report any prescription drugs you are taking while on the job to your employer. Any long-term prescription medication must be documented in the confidential file maintained by the substance abuse program administrator.
- Pay attention to warning labels of legal drugs and medicines and to doctor's orders regarding possible side effects.
- Stay away from illegal drugs.
- Do not use old prescriptions or another person's prescriptions.
- Do not use any drug as a countermeasure for fatigue. The only cure for fatigue is rest.
- Alcohol can make the effects of other drugs much worse.

The safest rule is DO NOT MIX DRUGS AND DRIVING!

- Use of illegal drugs can lead to traffic collisions that result in property damage, injury, or even death. It can lead to arrest, fines, and jail sentences. It can also mean the end of a driving career.

SUBSTANCE ABUSE POLICY

Notes to Instructor

Distribute and review your company's Substance Abuse Policy.

The Federal Transit Administration (FTA) has implemented a substance abuse policy requiring pre-employment testing for drugs. This policy also requires random, post-collision, reasonable suspicion, return-to-duty, and follow-up testing for drugs and alcohol.

We are now going to review, in detail, our substance abuse policy that complies with this Federal legislation.

Vehicle Operations→ The Operator→Drug Policies→1 of 1

• *PowerPoint–Drugpolicies.ppt*

PERSONAL PROBLEMS

We have discussed specific skills needed to drive a bus safely. We have also discussed how your physical condition can affect your driving abilities.

The National Safety Council has a phrase, SEE-THINK-DO, to sum up defensive driving. You SEE the car, THINK about the hazards, and DO what is necessary to compensate for these hazards.

Personal problems affect the "THINK" part of this process. For example, you might see a car approaching a stop sign at the cross street ahead but be distracted by personal problems and be unable to THINK about what to DO.

A good defensive driver can spot signs to predict collision-producing situations. If you are distracted, you may not be able to drive defensively.

STRESS

Stress affects everyone to one extent or another. Stress can be caused by, among other things, the job, relationships, and personal habits.

Guidelines for dealing with stress include:

- Keep your home problems at home;
- Keep your work problems at work;
- Keep your road problems on the road;
- Accept the things you cannot change while changing the things you can;
- Take care of what needs to be done today;
- Focus on the task at hand;
- Take care of yourself and exercise;
- Get enough rest;
- Make sure to eat nourishing food;
- Try talking out problems or fears with a trusted friend or associate;
- Balance your work life with activities you enjoy.

Vehicle Operations→ The Operator→ Stress →1 of 2

- *Upper Left Picture for Job Stress*
- *Lower Left Picture for Relationships*
- *Upper Right Picture for Personal Habits*

Q How do personal problems affect your driving?

A If you think about your problems instead of your driving, you will become distracted. You might not spot hazards or your reaction time might be slowed.

First Transit

Preventive Maintenance Inspection
Light Bus

Location:

Date _____

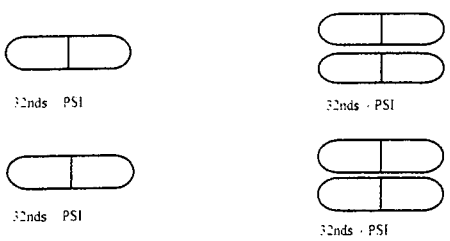
Unit No. _____ Mileage _____

PMI Due
A B C D

				Drive on test before inspection
				Check auto. transmission shifting
				Start engine listen for unusual noises
				Check fast idle
				Check brake & pulling or draging
				Check neutral safety system
				Check operation of all accessories & gauges
				Check oil pressure and water temperature
				Interior Circle Inspection
				Check rear vision mirror condition
				Check wiper and washer operation
				Check instruments and horns
				Check all switches & switch panel
				Check service/park brakes & Paddle & Pads
				Check door operation & control mechanism
				Check engine cover & seals
				Check Heating & AC system
				Check blower motor and temperture control
				Check seats and floor covering
				Check safety equipment
				Check interior lights
				Check glass condition
				Check emergency latches
				Check physical damage, seals or water leaks
				Check state license, permit & insurance

Perform W/C Lift on attached form

				Exterior Circle Inspection
				Check wiper blade and arm condition
				Check windsheild for cracks
				Check mirrors & mounting
				Check lights & reflectors
				Check passenger doors
				Check & lubricate door linkages
				Check fuel tank cap
				Check battery compartment doors
				Check for physical damage
				Check front/rear bumper, license plate
				Tire and Wheel Inspection
				Check tires for irregular or alignment wear
				Check toe-in and record reading
				Check & record tread depth and air pressure
				Check sidewall wear
				Check for cuts & tears
				Check for mismatched tread and casings
				Check valve stems and caps
				Check dual mating with square
				Check wheels for cracks and loose lugs



				Engine Compartment Inspection
				Check engine cleaness
				Check fan, shroud, & radiator
				Check electrical components & sensors

PMI Due
A B C D

				Engine Compartment Inspection
				Pressure test cooling system, check for leaks
				Check radiator & heater hoses condition
				Check Alternator & starter mount and connections
				Check air filter reading & filter condition
				Remove air filter casing & inspects hose, belt & wiring
				Check all belt alignment, tension & pullys
				Check transmission fluid level
				Check exhaust manifold system
				Check engine oil leak (valve, timing cover etc)
				Drain water from fuel water separator (if applicable)
				Check intake system
				Check power steering and hyd. fluid
				Check all engine or belt driven components (bearing & seals)
				Inspect turbocharger and blower (noise or leaks)
				Check fuel filter seal leak
				Check brake fluid level
				Check brake power booster, lines & fitting
				Check W/S washer fluid level
				Check A/C condensor, line & fittings
				Check A/C compressor, clutch & electrical fittings
				Check A/C heater hoses condition (engine compartment & under vehicle)
				Attach & perfrom pre-season A/C supplemental ins. (if app.)
				Battery inspection & service
				Check terminals & cables
				Check hold downs, tray, corrosion
				Under Vehicle Inspection
				Check vibration damper & electrical wirings hoses & lines under engine
				Check engine and transmission mounts
				Check bottom of engine & transmission for oil leaks
				Check transmission rear seal for leaks
				Check front suspension components (radius arm, control arm etc)
				Check front shocks, mounting & bushings
				Check front spring & ball joints
				Check sway bar & tbeam bushing
				Check steering gear box & linkage
				Check wheel seals for leaks
				Check parking brake condition and adjustment
				Check rear shocks, mounting & bushing
				Check spring, hanger bushing & rear sway bar bushing
				Check differential breather vent and fluid
				Check fuel tank mount/straps & fuel line along frame
				Check exhaust system
				Check differential breather and fluid
				Check driveline, U-joints, slip yokes, center bearing & pinion
				Check chassis frame & body mounts & bushing
				Check brake hoses/calipers
				Record brake pad % thickness Front_____ Rear_____
				Check brake pads and rotors thickness - record meas: P=pad R=rotor
(RF:P=____,R=_____) (RC:P=____, R=_____) (RR:P=____,R=_____)				
(LF:P=____,R=_____) (LC:P=____, R=_____) (LR:P=____,R=_____)				
				Lubrication
				Change oil filters
				Drain & replace engine oil
				Change fuel filter
				Service transmission change fluid/Filters & flash cooler
				Change coolant
				Change differential fluid
				Lubricate chassis & linkage
				Road Test after complete service

Print Inspector's Name: _____

Inspector's Signature: _____

First Transit

Preventive Maintenance Inspection

Location: _____

Unit No. _____ Mileage _____ Date _____

OK	Init.	Inspection
		Check lift access door (if app.) for ease of opening, latch security & door hold back.
		Check platform emergency release mechanism for ease of operation.
		Operate lift through complete cycle and check for:
		Unusual noises
		Jerky operation
		Operates too slowly or too fast
		Drift down
		Check bridgeplate operation
		Check all pivot points for wear and looseness
		Check rollers for wear and smooth rotation
		Check operation of platform barrier mechanism
		Check cam slots for wear and proper alignment
		Check cable condition (if applicable)
		Check hydraulic hoses for leaks, chafing, or cracks
		Check electrical connections and routing of wires and cables
		Check operation and adjustment of all safety switches
		Check all lift mounting brackets for loose bolts, broken welds, etc.
		Operate the manual back-up raise/lower system (if applicable)
		Check hydraulic pump reservoir oil level. Consult service manual for proper fluid to use.
		Are operator decals in place? Consult service manual for information.
		Check wheel chair hold-downs inside vehicle for secure mounting and proper operation
		Lubrication
		Clean all linkages and mechanisms if needed before lubrication
		Lubricate (don't over lubricate):
		Emergency platform release mechanism
		Platform barrier latch mechanism
		Bridgeplate hinge
		All pivot points
		Cams and slots
		Rollers
		All linkages

PMI Follow-up Needed

These and all other items identified as in need of attention are to be noted on this form, an attached leger sheet or directly onto repair work orders.

Print Inspector's Name: _____

Inspector's signature: _____

First Transit

Preventive Maintenance Inspection

Location: _____

Unit No. _____ Mileage _____ Current date _____ Last A/C PMI _____

OK	Init.	
		Visual inspection
		Check Physical damage, missing parts
		Check refrigrant hoses for chafing
		Check evaporator & condenser for obstructions
		Check operation of fast idle.
		Record boltage reading _____.
		Diagnose the system condition
		Attach gauges, run system 10 min.
		Check for even air distribution
		Check for proper operration all HVAC modes
		Check drivers A/C system
		Recond readings (see "before" section)
		Check high and low pressure cutout switches for leaks
		Compressor operational inspection
		Check for unusual noises
		perform a capacity test
		Check condition of compressor oil
		Check clutch resistance reading _____
		Lubricate clutch bearing
		Check air gap in clutch
		Check compressor mounting & alignment
		Inspect compressor belt(s) or drive system
		Check for cracks, wear
		Check for proper width and length
		Check for proper alignment
		Replace belts if required
		Adjust belt tension
		Lubricate drive shaft "U" joints
		Leak test system
		Check A/C lines with an electronic detector
		Check: hoses, fittings, valves & compressor shaft seal
		Ckeck heater hoses for coolant leaks
		System contamination
		Perform acid test on refrigerant oil
		Perform a low side pumpdown
		Observe compressor clutch cutout
		If system is contaminated replace drier
		Open old drier, examine desiccant
		Drain, flush and sweep system if needed
		Charge system
		If charging is required, charge by weight
		Check for leaks
		Clean components
		Clean coils, drain pan, change filters
		Fan Motors
		Check sealed motors for proper operation
		Service motors - replace brushes
		Inspect blower wheels

OK	Init.	
		Operate system
		Check for proper heating & cooling
		Check temperature controls
		Check defrost mode
		Check compressor oil
		Check protection devices
		Record performance test readings
		Before / After
		Ambient temp. _____ _____
		Discharge press. _____ _____
		Suction press. _____ _____
		Outlet temp. _____ _____
		Restore system
		Disconnect gages
		Close all panels, doors, etc.

PMI Follow-up Needed

These and all other items identified as in need of attention are to be noted on this form, an attached ledger sheet or directly onto repair work orders.

Print Inspector's Name: _____ Inspector's signature: _____

Comments:

Date	Description of work	Technician

First Transit

Preventive Maintenance Inspection

Sedan

Location:

Date _____

Unit No. _____ Mileage _____

PMI Due A	B	C	D	
				Drive on inspection
				Condition of operator's area (seat, floor, etc.)
				Check auto. transmission neutral start operation
				Start engine listen for unusual noises
				Check state license, permit & insurance
				Check service/park brake/paddle
				Check Rear vison mirror condition
				Check wiper and washer operation
				Check instruments and horns
				Check operation of all accessories
				Check door operation
				Interior Circle Inspection
				Check seats and floor covering
				Check safety equipment
				Check interior lights
				Check glass condition
				Check physical damage, water leaks
				Check HVAC System
				Check tempreture, Blower motor & control
				Exterior Circle Inspection
				Check wiper blade and arm condition
				Check Windsheild for cracks
				Check mirrors & mounting
				Check lights & reflectors
				Check passenger doors
				Check & lubricate door linkages
				Check fuel tank cap
				Check front/rear bumper & license plates
				Check for physical damage
				Check decal, numbers & graffiti
				Tire and Wheel Inspection
				Check tires for Irregular or alignment wear
				Check & record tread depth and air pressure
				Check sidewall wear
				Check for cuts & tears
				Check valve stems and caps

32nds PSI

32nds PSI

32nds PSI

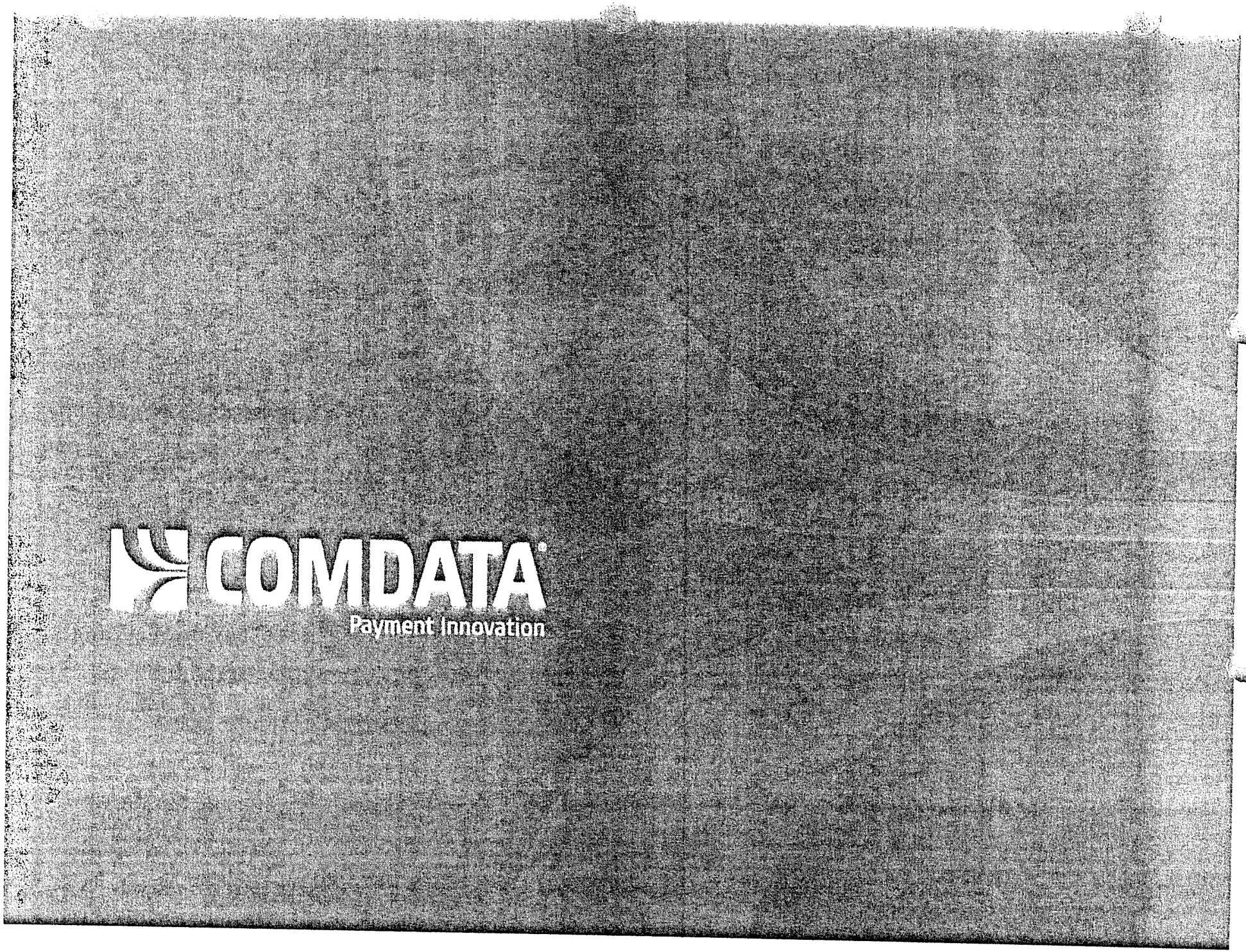
32nds PSI

				Engine Compartment Inspection
				Check engine cleaness
				Check fan, shroud, & radiator
				Check electrical components & sensors

PMI Due A	B	C	D	
				Engine Compartment Inspection
				Pressure test cooling system
				Check coolant hose condition
				Check Alternator mount and connections
				Check Transmission Fluid Level
				Check all belts for condition, alignment, & tension
				Check exhaust manifold system
				Check W/S washer fluid level
				Check air filter condition
				Check power steering and hyd. fluid
				Check all engine or belt driven components
				Check for oil leaks, (valve or timing cover)
				Check A/C condensor condition
				Check A/C hose condition
				Check A/C compressor
				Engine tune-up
				Attach & perfrom pre-season A/C supplemental ins. (if app.)
				Battery Inspection & Service
				Clean Battery Terminals
				Check hold downs, tray, corrosion, cables, etc.
				Under Vehicle Inspection
				Check bottom of engine & transmission for oil leaks
				Check engine and transmission mounts
				Check starter & electrical wiring
				Check front suspension components & bushings
				Check front shocks & springs
				Check steering system & linkage
				Check exhaust system
				Check driveline, U-joints, & slip yokes & pinion
				Check rear suspension components & bushings
				Check rear shocks & springs
				Check chassis frame and mounting bushing
				Check fuel tank & lines along frame
				Check differential leak breather vent and fluid level
				Check brake caliper condition
				Check brake hoses
				Check parking brake condition and adjustment
				Check brake Pads Front % Rear %
				Check rotor thickness
				FR FL RR RL
				Lubrication
				Drain change engine oil/ oil filter
				Replace fuel filter
				Service transmission change fluid/filter & flash cooler
				Change power steering fluid and filter if any
				Change differential fluid
				Change coolant
				Lubricate chassis and steering linkage
				Road Test

Print Inspector's Name: _____

Inspector's Signature: _____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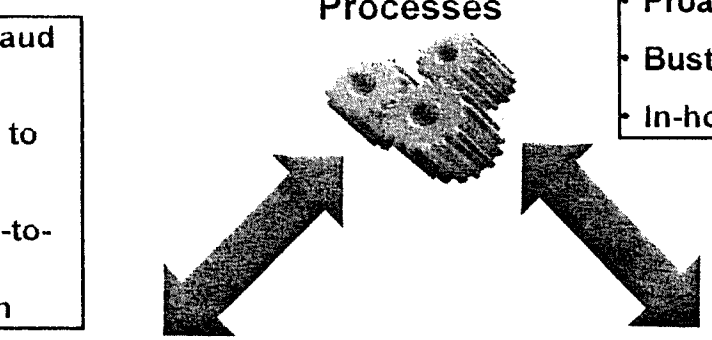
Payment Innovation

Fraud Management Strategy

- Fully dedicated staff to fraud prevention activities
- Senior Analyst dedicated to model development
- Manager assigned to day-to-day fraud management prevention and resolution



- Account application controls
- Account takeover prevention
- Proactive Fraud Identification
- Bust-out prevention
- In-house dispute management

- IRIS
- MasterCard Toolset
- Lexis-Nexis
- Background investigative tools

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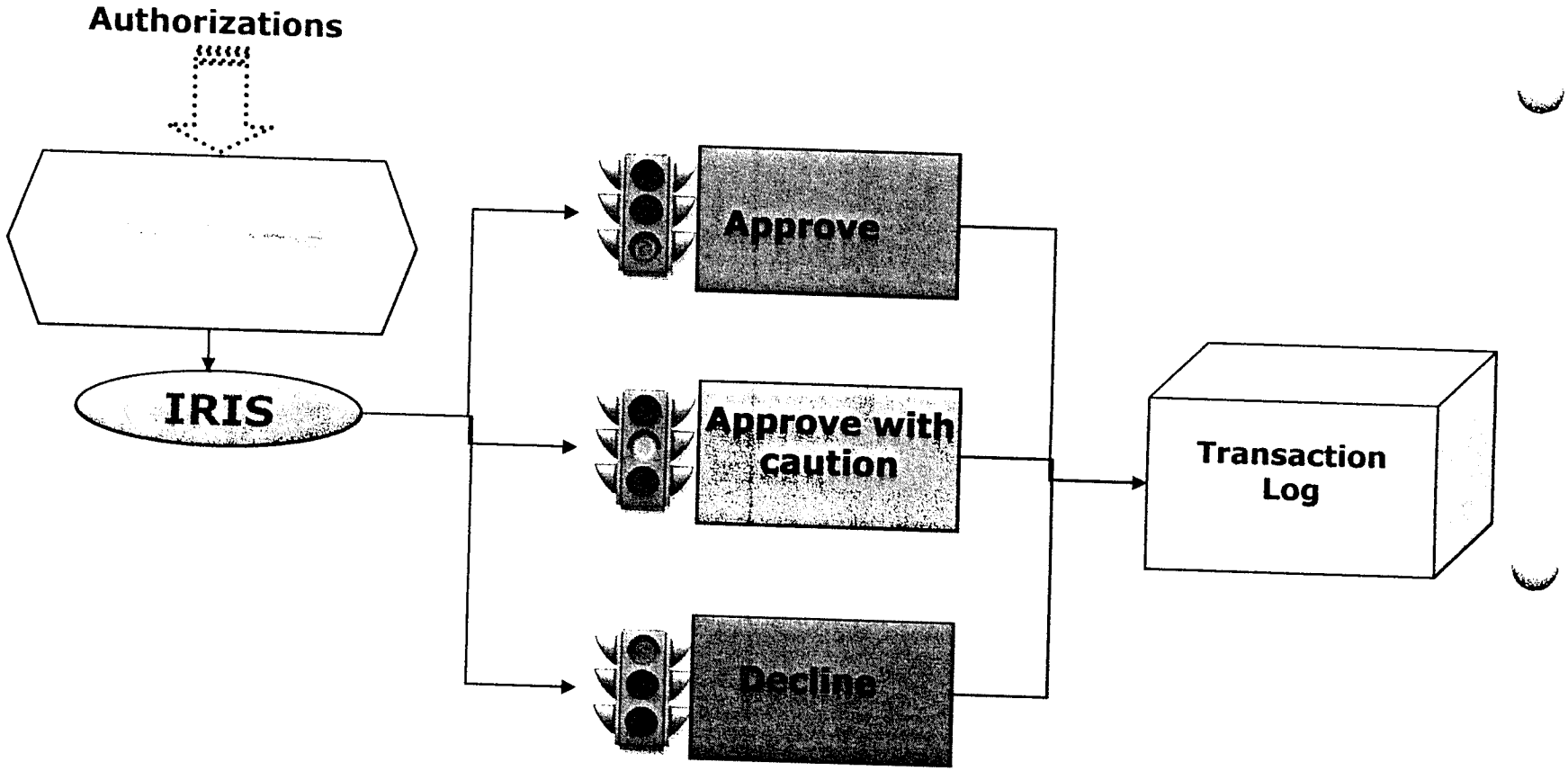
Authorization strategy using IRIS



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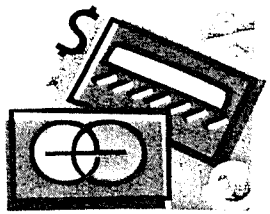
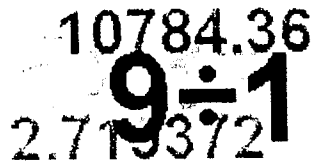
What is IRIS? Fraud Management System that utilizes both artificial intelligence and rules based technology to identify suspicious patterns

Simple rules



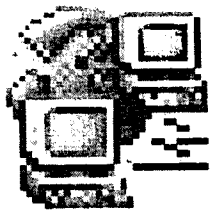
- **Transactions over $500**
- **Transactions at MCC 7995**

Complex rules



- **Two transactions in different states in less than 6 hours**
- **Large amount transactions at risky MCC on new account**

Machine generated rules



Transactions matching over 10 unique attributes, using more than 3 different counters

IRIS fraud prevention strategy

- Monitoring in Real Time, 24X7, all transactions
- Every transaction is filtered through the current IRIS model that contains:
  - –General Fraud Patterns
  - –Specific fraud patterns related to:
    - –international activity
    - –high risk merchants
    - –counterfeit
    - –compromised cards
    - –CPP
    - –new accounts
    - –lost/stolen card activity
    - –test transactions
- On average, we update our fraud models twice a week
- Dedicated Senior Analyst to IRIS model maintenance

Comdata Risk Management Solutions (Powered by IRIS)

- **Limited Acceptance Network**
  Supplement authorization controls using a more flexible approach
  - Specific transaction controls based on attributes (merchant name, location, time of day)
  - Additional transaction control based on patterns (inactive cards, unusual attempts)

- **Enhanced Data**
  Offer additional data delivery functionality based on business rules
  - Regular reports based on customer need (specific declines, attempts at prohibited merchants, higher than average spending)
  - Instant notification via email for customer defined activity

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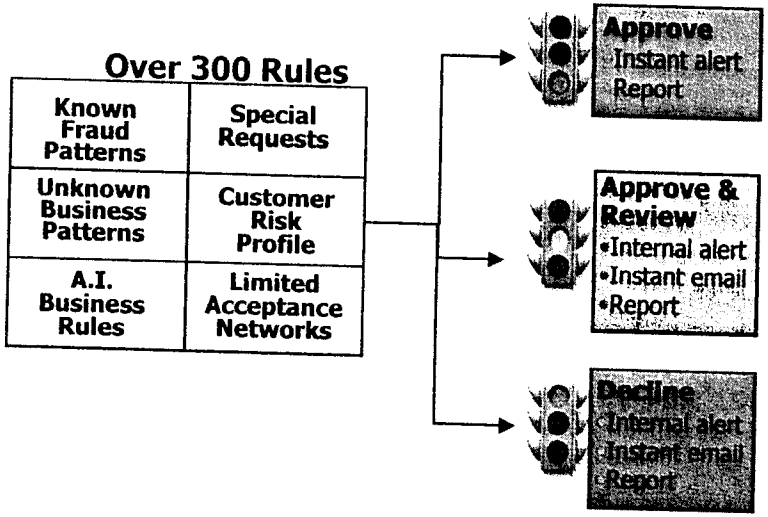

- Comdata Risk Management Team monitors **internal alerts** and takes action as needed.
- **Instant notification via email** for customer defined activity
- **Special reports** based on customer needs (specific declines, attempts at prohibited merchants, higher than average spending)

•Limited Acceptance Network

Specific transaction controls based on attributes (merchant name, location, time of day, etc.)

•Special Requests

Additional transaction control based on patterns (inactive cards, unusual attempts, etc.)

•Known Fraud Patterns

Specific handling of transactions based on expert and industry knowledge

•Unknown Business Patterns

Transactions out of normal business or fleet card patterns

•A.I. Business Rules

High risk patterns identified by our advanced artificial intelligence system

•Customer Risk Profiles

Specific business rules customized for an individual customer

Deployment

We can build rules and provide notifications using <u>any</u> combination of these parameters (including counters)

Merchant Country Code
Merchant Name and Location
Merchant State
Merchant ZIP
Comdata Account Code
Acquiring Institution
Amount
Merchant ID
Card Issuance Date
Currency Code
Comdata Customer ID
Expiration Date
Merchant Category Code
Card Number
Point of Service Entry Mode
Response Code
AVS Response Code
CVC2 Response Code
Terminal ID
Date and Time
Driver ID

Examples of current strategy

- Limit activity at approved merchants only
- Limit activity by geographical area
- Limit activity by day of the week, hours, holidays
- Limit activity after number of declines
- Limit activity based on amount range
- Report on inactive cards
- Report on off-hours activity
- Report on attempts at prohibited merchants
- Report on declines due to specific reason
- Instant notification on cards in watch list
- Instant notification on specific declines
- Instant notification on activity at merchants over a defined amount

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Our Approach to Fraud Prevention

- Offer an unique Business-to-Business engine
- Monitor 100% of transactions in real time
- Stop fraud before being perpetrated
- Allow immediate changes to fraud models and business rules
- Enable high flexibility for specific customization
- Optimize recoveries

in the First Transit Employee Handbook, Supplements to the Handbook, and the Manual are not all-inclusive and are subject to change by management at any time.

Progressive discipline generally includes:

- A **Written Warning** to those employees with problem performance and/or conduct who do not respond to coaching and counseling. The Written Warning may be given multiple times, with increasing emphasis on the seriousness of the violation or performance deficiency, and the consequences that may follow if improvement is not achieved.

- An **Unpaid Suspension of one to three days**, depending on the seriousness of the offense, for those employees whose performance and/or conduct warrants further corrective action, or when the conduct is of a more serious nature to support a suspension for the first offense. This time off should be a time for the employee to consider their future and continued employment with First Transit. Depending on the facts of the offense, a longer suspension (more than three days) may be appropriate, and in those cases the Manager should discuss all options with their HRD, or Labor Attorney, if a bargaining unit member. More lengthy suspensions may be appropriate in exceptional circumstances.

- A **Discharge** is the ultimate step for those employees whose problem performance and/or conduct demands discharge from employment with First Transit.

Many Managers are familiar with the concept of Oral Warnings. Oral Warnings, unless concurrently documented, are inherently unreliable as a formal, official step in the disciplinary process. Since discipline that is to be relied on for future progressive discipline must be documented to the employee's personnel file, and a copy given to and acknowledged by the employee, it is more effective to dispense with the concept of Oral Warnings, and make the first formal step the Written Warning, as set out above.

When communicating to an employee that they are subject to a suspension, or discharge for the next violation, make sure to provide a specific **warning** or **final warning** notice in the letter to the employee.

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WORKPLACE INVESTIGATIONS

Conducting Workplace Investigations is an important skill set for any management employee. The elements of a successful investigation include:

1. Reviewing policies, procedures, and practices
2. Interviewing the right people
3. Reviewing relevant documents
4. Synthesizing all information
5. Reaching conclusion
6. Writing a report with facts, conclusion and recommendation of action
7. Taking appropriate action

The following steps should be taken, in order, to insure the highest probability of a successful investigation.

Step 1 – What am I Investigating?

- Review the allegation, claim, or other issues that might be implicated.
- What policies, procedures and rules were violated?

Step 2 – Plan the Investigation.

- Review relevant policies, procedures, rules, and practices.
- Who needs to be talked to – Complainant, Accused, Location Management, and Witnesses?
- Prepare outline of areas to cover and questions to ask.
- Review documents such as personnel files, payroll, medical or other records.
- Who else to involve – IT, Security, Safety, Audit, Legal?

Step 3 – The Interview – Preliminary Steps

- Conduct in person, where possible, particularly complainant and accused.
- Meet with management first (unless implicated in allegation)
    - Outline scope of investigation and get cooperation
    - Remind them of non-retaliation obligation
    - Remind them of confidentiality and privacy issues
- Conduct interviews individually
- Find a private location free from distractions
- Decide on order of interviews

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Step 4 – The Interview – Common Themes

- Take notes:
  - Your name, title, time, date, location
  - Number each page
  - Name of interviewee
  - Start each interview on a new page
- Notes should be factual – What was said.
- Credibility determinations on a separate sheet – not "witness lied" but maybe "witness changed story."
- Allow a witness in interviews?
- If so, ask witness to review and sign statement?
- Can you/should you tape record? (Not usually, but must be disclosed.)

Special Considerations in Unionized Workplaces

- Review CBA for any special rules, especially time limits that may apply to issuing discipline.
- Accused typically has a right to a Union Rep if discipline may result and the employee requests or if required by the CBA.
- Do witnesses have to talk to you and may you discipline if they don't?

Step 5 – General Rules for Interviews – Tell all interviewees:

- Purpose of interview is to investigate a complaint of misconduct.
- We expect full, truthful cooperation.
- No retaliation for "good faith" cooperation in an investigation.
- Witness should report any retaliation.
- We will limit disclosure to extent possible, but can't guarantee anonymity or confidentiality.
- Interviewee is not to discuss matter with anyone else.

Tips for Interviews

- Start with general, background questions.
- Ask open-ended questions.
- Don't ask leading questions.
- Determine extent of first-hand knowledge compared to hearsay.
- Have interviewee identify other witnesses with information.

Step 6 – Interview the Complainant

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- Company takes report seriously.
- Confidentiality observed to extent practical.
- Complainant should not discuss.
- No retaliation for good faith complaint.
- Advise investigator of threats of retaliation.

Areas to Cover

- Description of each incident of misconduct – Date, time, place, etc.
- What did complainant do?
- Identify any witnesses to each incident.
- Identify others who may have knowledge.
- Was incident reported? If not, why?
- Any documents that might relate to incident (email, voicemail, notes)?
- If applicable, nature of relationship with accused?
- If applicable, how did conduct affect complainant?

Step 7 – Interview the Accused – Initial Conversation:

- Purpose is to investigate claim of workplace misconduct.
- No conclusion has been reached.
- His or her chance to tell what happened.
- Full and truthful cooperation is expected.
- Can't interfere with the investigation; don't talk to others or attempt to shape their stories.
- May not retaliate, get employees to retaliate, or intimidate complainant or witness.

General description of allegation and ask open-ended questions.

- Then, focus on specific allegations and get response: admit, deny, explanation.
- Relationship with complainant.
- If sexual harassment case, explore whether activity was mutual.
- Any documents? Witnesses? Emails, etc.?
- Any reason complainant or others would have to lie?

Step 8 – After Interviews

- Review notes and other information.
- Do follow-up of information developed in interviews.

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- Talk to witnesses identified.
- Review emails, letters and other identified documents.
- Do follow-up interviews if necessary.

Step 9 – Concluding the Investigation

- After gathering and reviewing all relevant information, reach a conclusion.
- Look at credibility issues:
  - Quality of source (first-hand vs. hearsay)
  - Is version supported by extrinsic evidence, other witnesses
  - Motives of witnesses
  - Prior record of parties involved
  - Observation of witnesses and your reasoned judgment.

Step 10 – Writing the Report

- Report should be factual
- Should be limited to Company policies, practices, or procedures
- Not reach legal conclusions, e.g. '[redacted] harassed [redacted]
- May make recommendations for action
- Distributed only to those with a "need to know"
- Place report, interview notes, etc. in a separate investigation file, not in an employee's Personnel File.

Step 11 – Prompt Corrective Action

- Where no violation occurred or no conclusion can be reached
  - Reiterating policy or training may be appropriate
- Where there was violation of policy or misconduct:
  - Appropriate discipline
  - Reiterating policy and training

Step 12 – Informing Parties

- Accused: If no violation is found
  - Let accused know, but reiterate relevant policy
  - Reiterate non-retaliation policy
- Complainant: If complaint not substantiated
  - Thank complainant
  - Explain you couldn't substantiate allegation but will reiterate policy
  - Tell complainant to inform you if retaliation occurs

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- Complainant: If complaint is substantiated
  - Tell complainant evidence was found to support a violation of a Company policy. Do not state a "law" was violated
  - Say appropriate action will be/has been taken
  - Say for privacy reasons, won't get into specifics

DOCUMENTATION OF PERFORMANCE ISSUES

Personnel File Documentation **is critical to Performance Management and Disciplinary Actions. The employee's file should reflect the tone of his or her entire employment history. If the employee is a typical First Transit employee, his or her work will be competent the vast majority of the time. A small portion of an employee's history may include performance deviations.**

Where an employee has had performance issues and received discipline, it is imperative that his or her personnel file be well documented. In the event an employee does not improve his or her performance, and termination/discharge is warranted, management may be called upon to justify/substantiate its decision before a third party, (e.g., arbitration hearing, NLRB, EEO, etc.) and we will need all of the specific facts surrounding the employee's work history. Therefore, all employee personnel files must be maintained and audited regularly to ensure all documents are included.

A Record of the Coaching Session (Record) should be created. Limit entries to an objective statement of the facts, ensuring emotional or colorful language is left out, unless the employee used it. If the Manager is angry or upset about the incident, he or she should wait until calmed down. The point of the Record is to have an objective recounting of the events. Finally, the Record does not have to be lengthy; it just needs to cover the facts and demonstrate that **there was a two-way conversation**.

There are many items needed in proper documentation. Some of the items which must be included in the Record that document a performance or behavioral problem for coaching or for discipline include:

- The performance problem (what the behavior is, what the expectation is, Company rule or procedure violated) and how the behavior is not meeting expectations.
- The employee's view of the problem.
- The solutions agreed upon.
- The consequences of not correcting the performance problem.

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- A copy of the employee's signed acknowledgement of First Transit's Employee Handbook, and Handbook Supplements, Company work rules, policies, or procedures.
- Documentation of all training the employee has received (e.g., Smith System, drug and alcohol, sexual harassment)

Request that the employee sign or initial the Record (prepared by the Manager after Coaching Session) or discipline form to *acknowledge* that he or she has received it.

NOTE: Signing or initialing the Record or discipline issued does not imply agreement. If the employee declines to sign or initial, the Manager should write on it "employee declined to sign," affix his or her signature, and then give the employee a copy of the document with this added statement.

NOTE: The Record is the document prepared by the employee's Manager after a Coaching Session with the employee. It is not the Manager's investigation notes of a violation of Company rules or regulations, and such notes are not to be provided to the employee or the union, nor kept in the personnel file.

GETTING HELP

Managers may get help from anyone in the HR Department, including their Region HRD, one of our Labor Attorneys, if a bargaining unit member, or the FGA Legal Department if it is urgent and cannot wait for one of the HR team members. The HR Department provides a check and balance, but the manager is responsible for a proper investigation, a well-documented personnel record, and any subsequent action.

One of the HR, Labor, or Legal Department staff must be consulted before an employee is discharged, or given a lengthy suspension (more than 3 days). Prior to contacting HR, Labor, or Legal support, the investigation should have been conducted, and as many facts gathered as possible. Counsel may request additional information to assure we have all of the relevant facts to support the discipline decision. **NOTE:** If a Manager is faced with a potentially complicated or egregious matter, e.g., discrimination-related issue, discharge of an employee who is on or filed for Workers' Compensation, FMLA, or disability, counsel should be contacted for guidance through the investigation, as soon as possible. If in doubt on when to call, err on the side of contacting HR, Labor, or Legal support.

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Once the Manager has reviewed all the information and concluded that discharge is warranted, he or she should then (not earlier) draft the language for the discharge letter and then email or fax it and the underlying discharge documents to their Region HRD or Labor Attorney for review and input.

If the situation results in a hearing/arbitration, HR or Labor staff will be there to prepare for testimony, as well as to present management's decision in the best light in order to sustain the action taken.

OFFENSES

Listed below are some of the **Serious Offenses and Unacceptable Behaviors** that will result in disciplinary action or discharge for the first offense from First Transit. All employees are expected to conform to common and accepted standards of behavior and performance, as well as written rules. This list is not all-inclusive, and may change at any time. If employees have any questions regarding Company policies or procedures they should speak to their Manager.

Very Serious (Dischargeable) Offenses and unacceptable behavior that should result in discharge for the first offense include, but are not limited to:

- Violation of First Transit's Drug & Alcohol Abuse Policy, including, for example, possession or consumption of alcoholic beverages, unlawful drugs, or drug paraphernalia on Company property or coming on Company property or working on behalf of First Transit while under the influence of either drugs or alcohol. Company's Substance Abuse Testing Policy.
- Reporting to work or responding to a call-in situation (e.g., accessing First Transit computer network from home, etc.) in an unfit condition including being under the influence of drugs, alcohol, or other substances.
- Theft and/or destruction of Company assets, Company property, and Company services; or theft and/or destruction of another employees' personal property, including time card/sheet violations
- Fighting, violence, threats, harassment, intimidation, and other disruptive behavior in the workplace including oral or written statements, gestures, or expressions that convey a direct or indirect threat of physical or emotional harm.
- Falsification of Company records.
- Possession of weapons on Company premises.

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- Sexual harassment, as well as oral or written expressions, or physical or psychological harassment due to race, color, religion, sex, national origin, disability, age, or any other protected characteristic under State or Federal law.
- Misuse of Company property and/or unauthorized removal of Company documents, equipment, telephone system, tools, supplies, or confidential information of any nature from Company premises.
- Carelessness or violations of safety or operating rules and procedures which could jeopardize the safety of self or others and/or which could result in bodily injury or damage to Company property.
- Job Abandonment / Leaving the job without authorization. Or Failure to return to work by the end of the employee's normal workday on the date scheduled for return to work from a leave of absence.
- Conducting activities not related to work during work time, or using Company property for activities not related to work.
- Excessive absences or unexcused absence.
- Gross insubordination.
- Instigating, counseling others, or taking part in an unlawful work stoppage or slowdown.
- Immoral, illegal, or indecent conduct.

Further Very Serious (Dischargeable) Offenses for <u>Operators</u> include the "Seven Deadly Sins of Operations" listed below:

1. Rollaway Vehicles
2. Rear-end Collisions
3. Mobility Device Securement
4. Pedestrian Collisions
5. Vehicle Backing
6. Signals Passed At Danger (SPADs)
7. Lock Out Tag Out (LOTO).

Other Offenses include, but are not limited to:

- Using a cell phone while operating a Company owned or operated bus or revenue vehicle
- Use of cameras, including cell phone photo functions, is prohibited on Company premises.
- Failure to immediately report by two-way radio or telephone any accident, incident, or unsafe act which may have resulted in property damage or bodily injury, or failure to immediately report any conviction of a moving traffic violation incurred while driving a Company vehicle.
- Conviction of driving under the influence, reckless driving, or hit-and-run driving

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whether on or off the job, in a Company or private vehicle.

- Failure to immediately inform the Branch Manager of any felony or misdemeanor convictions or to report traffic violations or accidents whether in Company or personal vehicle.
- Failure to immediately inform the Branch Manager of any incident in which the employee is involved, either on-duty or off-duty, which may affect the employee's license or fitness to perform Company duties and responsibilities.
- Failure to renew or produce a required license or permit within a 10-day period.
- Failure to account for employer or system funds that may come into an employee's possession.
- Un-insurability as a vehicle operator.
- Two failed ride / observed road checks within a floating 12-month period.
- Photographing and/or tape recording passengers.
- Leaving the bus unattended or unsecured with children on board
- Carrying an unauthorized passenger
- Failure to stop at railroad crossing when required by law
- Repeated violations that result in suspension or discharge

Other Serious Offenses may necessitate the issuance of a written warning or an unpaid suspension pursuant to the Progressive Discipline Policy. Engaging in any of these behaviors, as well as violating any other Company policy, may subject employees to disciplinary action, up to and including possible discharge, depending on severity. These include, but are not limited to:

- Failure to comply with Company policies and procedures.
- Unacceptable job performance.
- Refusal or failure to follow management instruction and/or direction including refusing to work split shifts, split weeks, or overtime without an acceptable reason.
- Delaying or restricting operations, or influencing others to do so.
- Unprofessional conduct with employees, customers, and/or clients.
- Solicitation contrary to Company policy.
- Outside activities that are detrimental to First Transit's image and reputation, or where a conflict of interest exists.
- Excessive absenteeism, tardiness, or a pattern of unexcused absences
- Failure to comply with the employee identification card policy, including failure to display appropriate ID, and not immediately reporting lost/stolen ID or master keys.
- Gambling in the Workplace

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- Disorderly conduct, horseplay during work hours
- Possession of dangerous material, such as explosives or firearms in the workplace
- Failure to comply with policies regarding E-mail and Internet use, computer virus protection, data security, and software/license compliance.
- Smoking or using tobacco products in any Company building or in corporate fleet pool vehicles, or in other prohibited areas on Company grounds.

Other Serious Offenses for Operators include, but are not limited to:

- Violation of Company vehicle operating regulations.
- Smoking or using smokeless tobacco while riding in or driving a Company vehicle, or outside the designated smoking area.
- Failure to operate a Company owned or leased vehicle according to assigned route/timetable.
- Arrest for driving under the influence, reckless driving or hit-and-run driving whether on or off the job, in a Company or private vehicle. (Suspension without pay until a final determination of employee's court case is issued.)
- Failure of any vehicle operator to have in his or her possession a valid, appropriate operator's license with required endorsements and a medical certificate while operating a Company vehicle.
- Unkempt or dirty appearance.
- Using the radio for extraneous or personal business.
- Negligent damage to equipment

HELPFUL TOOLS

The following list of queries is time-honored, and often cited in arbitration cases as the necessary steps to making a decision that will withstand scrutiny and meet due process and just cause standards. This list comes from a 1964 decision by [redacted] in *Grief Brothers Cooperage Corp.*, and may be useful in discipline and many other investigation situations.

Classic Tests

A "no" answer to any of the following means the employer's disciplinary decision contained one or more elements of arbitrary, capricious, unreasonable, or discriminatory actions

1. Did the company give the employee forewarning of the possible or

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probable disciplinary consequences of the employee's conduct?

- Orally or in writing, e.g. Employee Handbook.
- Some offenses are recognized as so-called "cardinal rules" and employees are held to properly know them even without actual notice: drug and alcohol use on the job (e.g., DOT rules), theft, sleeping on the job, fighting, etc.
- Absent a labor contract prohibition, First Transit has the right to establish "reasonable" rules without negotiation.

2. Was the rule or policy reasonably related to the orderly, efficient, and safe operation of the company's business?
   - "Work now – grieve later" - If employee believes the rule is unreasonable, the employee must obey rule, *unless* it can be shown that to do so would seriously jeopardize the employee's personal safety or integrity. *Even with no labor contract*, serious risk to the employee's personal safety or integrity is protected by NLRB, OSHA, and DOL/whistleblowers' protections. Risk must be objectively based, not merely "I think it is unsafe."

3. Before disciplining the employee, did the Company make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
   - Give the employee his or her "day in court"
   - Make sure the employee knows what offense he or she is being charged with violating.
   - Company's investigation must take place before discipline is rendered
   - If necessary, place on investigative suspension; never discipline until a thorough investigation is complete.

4. Was the Company's investigation conducted fairly and objectively?
   - Company official may be both prosecutor and judge, but may not also be a witness against the employee.

5. In the investigation, did the manager obtain substantial evidence or proof that the employee was guilty as charged?

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- Evidence does not have to be preponderant, conclusive, or beyond a reasonable doubt
- *But,* evidence must be truly substantial and not flimsy

6. Has the Company applied its rule, orders and discipline evenhandedly, and without discrimination to all employees?
    - Failure - Fatal error! Must be able to distinguish between similar cases.
    - If lax, may reestablish force of rule by giving advance notice to employees that rule or order will be enforced

7. Was the degree of discipline rendered reasonably related to the seriousness of the offense, and the employment record of the employee?
    - Trivial offense does not warrant harsh punishment, *unless* a pattern of similar offenses has occurred, i.e., progressive discipline has been applied.

8. Employee's record of previous offenses may never be used to determine whether the employee was guilty of the immediate offense.
    - Record may be *used only to determine the severity* of the discipline if found guilty of current offense.
    - May discipline differently **if** the records of two employees may be distinguished.

One more tool to alert Managers to the highest-risk employee relations mistakes is the following Top Ten List (attribution unavailable). This attorney identified the types of management errors that *"fly below the radar screen, are hard to fix, difficult to defend, and next to impossible to win."* He's absolutely right.

The Top Ten List:

10. Failing to regulate email and Internet use
- Managers must crush employees' expectation of privacy by creating a written policy on use of the Internet and email using corporate resources. (See Subsection 10.04)

9. Failing to Spot "Protected Activity"
- *Obvious* – filing a charge with EEOC, NLRB, OSHA, state agencies

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- *Not-so-Obvious* – Filing internal discrimination/harassment complaint with employer, requesting FMLA, reporting internal financial misconduct, requesting ADA accommodation, other whistleblower activity.

8. Exempting All Salaried Employees from Overtime
   - Misclassification is most common FLSA error; "salaried" does not automatically mean exempt.
   - The default should be to classify as nonexempt and pay overtime after 40 hours of work
   - The burden of proof is on employer.

7. Allowing Nonexempt [subject to overtime] employees to Work Through Lunch
   - Must be relieved of all duties during unpaid meal periods.
   - Beware the dedicated employee – the law says, "suffered or permitted" [by employer] to work.
   - Written rules are not enough; must monitor and write up when a violation occurs.

6. Failing to Prevent, Stop, or Investigate Workplace Harassment.
   - Policy should be broad and cover all forms of harassment
   - Treat any mention of harassment seriously
   - Do not tolerate "old school" managers
   - Investigate immediately
   - Document investigation and outcome
   - "Follow up, follow up, follow up."

5. Punishing the Victim.
   - "Retaliation claims are easiest to win."
   - Do not let managers or others brand the victim as a troublemaker.

4. Letting your Managers Go Postal.
   - Juries judge whether the employee was treated fairly.
   - Slam-dunk behavior for a jury: managers who are abusive, old school, scream, get physical (stop the grabbers and huggers), bad mouth employees, berate and curse.

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3. Fire in Haste, Repent at Leisure
   - Seek out HR, Labor, or Legal counsel for review in discharge cases
   - Make sure rule was reasonable and employee knew of it
   - Fair, impartial, and thorough investigations
   - Get the employee's version

2. Pushing the EEOC's Hot Buttons
   - Vast majority of cases are dismissed.
   - Attention getters: retaliation, pattern-or-practice violations, national origin discrimination, failure to accommodate religious practices, ADA cases, interplay between ADA, FMLA and Workers' Compensations cases.

1. Having an Affair with a Subordinate
   - Absolutely the dumbest thing you can do.
   - Prohibit or strongly discourage manager/supervisor - subordinate dating.
   - Adopt a policy requiring disclosure.

~ End of Subsection ~

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First Transit

Info-Suite

A Transportation Decision Support System

Introduction

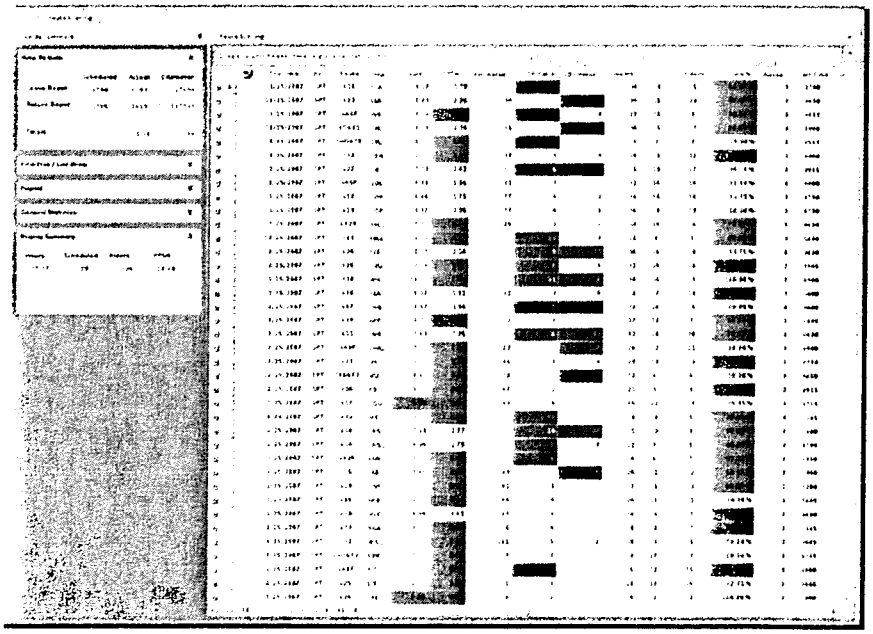
Fulfilling a Need

What is Info-Manager?

Among the many tools and features available within Info-Manager, there is a common theme: Productivity and Efficiency. Each tool is designed with the needs and expectations of an efficient paratransit operation in mind.

This product was born out of necessity. The complexities of paratransit service require an efficient business plan and effective tools for managing operations. This software solution provides everything you need to identify inefficiencies and address issues within the system to work proactively and improve overall performance.

What will Info-Manager do for your operations? Provide the tools to monitor service, identify trends, and improve performance, efficiency, and overall operations.

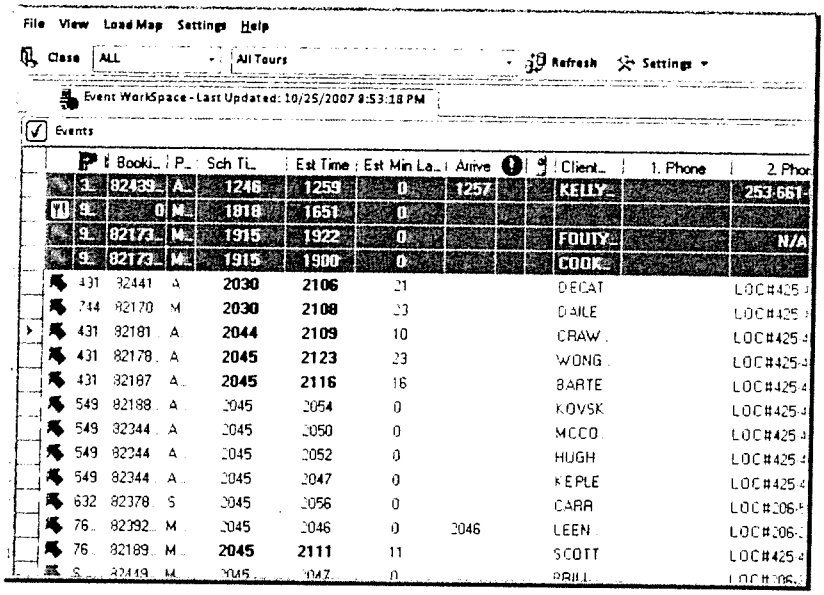


Route Scoring

Info-Suite Products

Info-Manager

Info-Manager is an operational and analytical software solution created to assist in daily operations. Info-Manager identifies potential operational issues for more efficient management as well as providing MDC tracking tools and analytical and statistical data to assist in determining service trends and optimizing service.



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SUPPORTING APPLICATIONS

Info-Server

Info-Server provides an enterprise business solution that integrates information from various systems into one solution through single sign-on access due to enterprise application capabilities and flexible deployment and management tools.

Info-Reports

Info-Reports is a robust infrastructure for creating, embedding and managing reports. Using Info-Reports, users will have the ability to create and deploy reports with a user-friendly enterprise data model, delivering real-time information to support daily operations and drive decisions.

Info-Manager Features

Stat-Trax
View Statistical and Analytical Data

Info-Manager

The Info-Manager program, as part of the Info-Suite collection, contains numerous modules used to gain a greater understanding of operations. Each module focuses on a specific aspect of service in an effort to handle individual operational issues, thus improving overall service.

The following is a synopsis of each module found within the Info-Manager program, and an explanation of how it will benefit your operation.

Evaluate Trends in Service

Stat-Trax

Explore your operations using the data collected within Stat-Trax. Stat-Trax provides statistical information for current and future days to assist in determining service trends. The Stat-Trax grid includes information such as:

Hours	Distance
Runs	Boardings
Late/missed percentage	Cancellations
On-Time Percentage	No-Shows
Estimated Slack	Estimated/Scheduled PPSH
Scheduled	Unscheduled

Additional features:

- View goal oriented information that can be useful in determining whether to add or cut hours based on prescheduled productivity goals.
- View statistical details by provider run to isolate possible issues with specific runs.
- Review statistical data for templates by specific day of week, or for the last five weeks to isolate and resolve template issues.
- Monitor future day cancellation percentages to determine cancellation trends.
- Monitor timeliness of arrival and departure from depot.
- Monitor timeliness of lunch completion.
- View MDC validation percentages to assist in identifying units to repair.

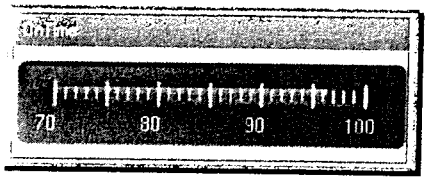
Stat-Trax Dashboard
Easily View Current Statistics

Review Operations at a Glance

Stat-Trax Dashboard

The Stat-Trax Dashboard is a visual representation of current operational statistics, from individual provider level to a broader operational perspective. Use this dashboard to assess operations at any time.

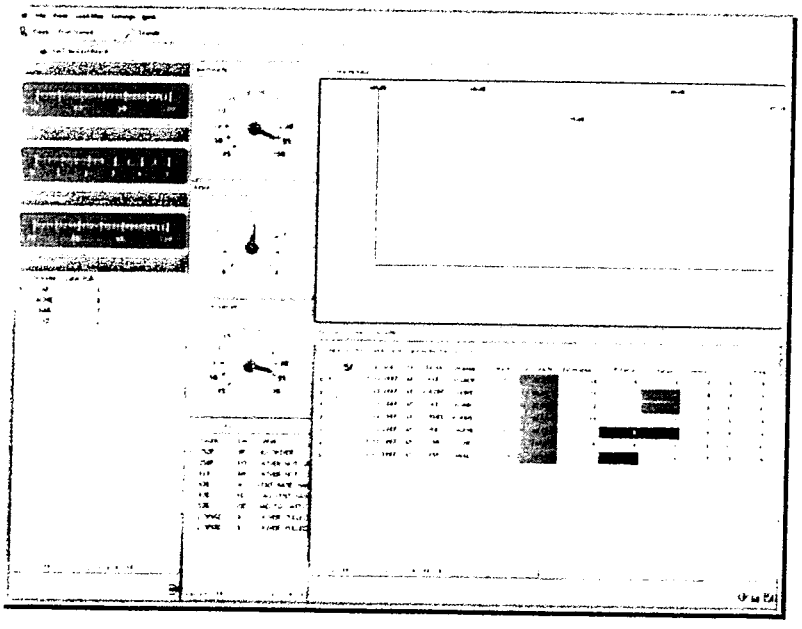
Gauges are large and easy to read:



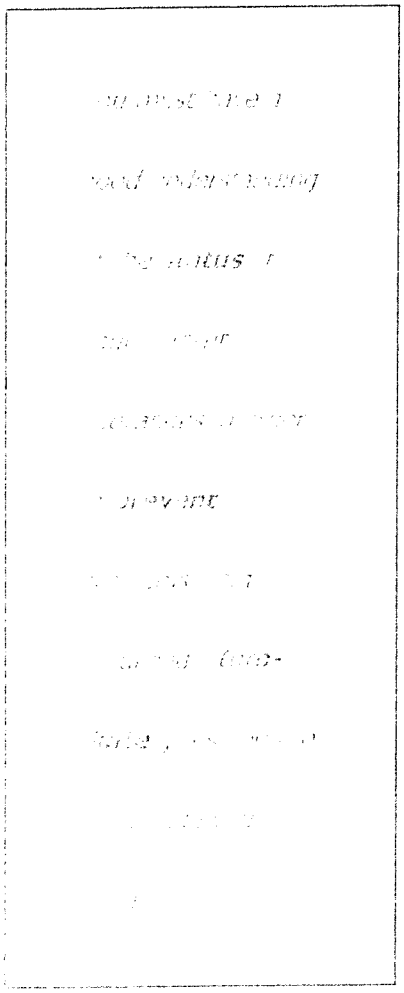
Information displays includes:

OVERALL	PROVIDER
OnTime	OnTime
PPSH	OnTime by Hour
MDC Validation	Routes OnTime under 90%
Late Pull Outs	PPSH
	MDC Validation
	Late Pull Outs

Use your instrument panel to continuously evaluate daily service levels and keep apprised of operational fluctuations.



Event Workspace
Maintain Awareness of Your Operations



Work Proactively to Update Your System

Event Workspace

Use the Event Workspace module to monitor daily operational activities and provide a more proactive approach to keeping the system updated and avoiding operational obstacles.

Event Workspace provides a window into the current operations by isolating and displaying specific data for users to quickly and easily access, rather than requiring the user to manually search for the data within the scheduling software.

Some of the information found within this module includes:

- **Events**
  Main operational console. Monitor and view the status of current events on the schedule to quickly identify and resolve potential a number of common operational issues before they arise.

- **Alert Clients**
  View impending trips for clients who have been assigned urgent status.

- **Estimated Time**
  View trips which are estimated to arrive beyond scheduled parameters in order to manage potential on-time issues.

- **Lunch Violations**
  View scheduled lunches in order to monitor compliance with labor laws.

- **Call Client**
  Users are alerted to client requests for impending advance notification calls and are provided necessary tools in order to place the calls.

- **No Shows**
  View previously recorded client no-shows and use the module tools to manage and confirm accurate no-show requests from drivers using actual lat and lon figures.

- **Coordinated Transportation**
  View scheduled coordinated trips by transfer zone to more efficiently manage the transfer process.

- **Messenger Client**
  Send text message alerts to riders for advance trip notifications.

- **Slack Time**
  View runs with idle/slack time using user-specified parameters in order to schedule trips and make the runs operate more productively.

Using the Event Workspace module within Info-Manager allows the users to operate more efficiently, providing a current status report for the user to work with and manage operations more productively.

Stop the lengthy searches for issues to resolve. Event Workspace brings the data to you.

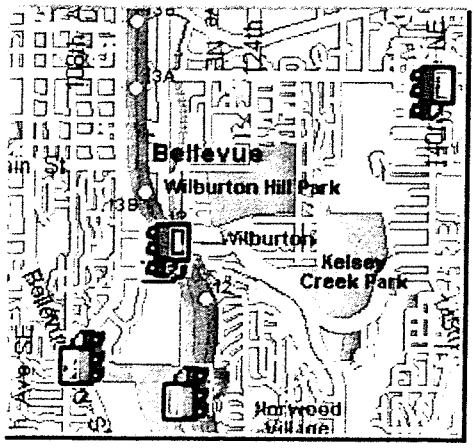
MDC Tools
Maintain Contact with Vehicles

Monitor Vehicle Location

MDC Viewer

View current scheduled events, by provider, along with each vehicle location displayed geographically on a Microsoft MapPoint map. Within the MDC Viewer, the user can see the vehicle's current location, direction of travel, next event location and manifest events.

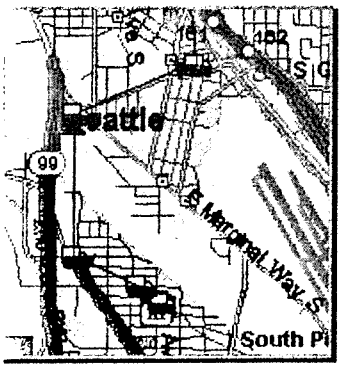
This module offers features that are very beneficial to both the users and to the client. By being able to view current trip conditions and locations, the user is more aware of how operations are running at that moment.



Review Historical MDC Data Geographically

MDC Player

Review a vehicle or route's route geographically on the map via AVL transmissions. View the progression of the route on the map by using the AVL data pulled from the vehicle's MDT. Manifest data, Tracker Action Information, as well as AVL transmissions recorded every minute, are displayed, allowing you to see where the vehicle is moving in 1 minute intervals.



This feature is very close to real-time and allows the user to playback events almost as they are happening.

View and plot on the map:

- AVL Transmissions
- Manifest Events
- MDC Messages
- Tracker Action Information

Use the information to research various client concerns, trouble-shoot issues or identify driver training issues.

Manage MDC Validation Data

MDC Validation

View current or historical MDC validation rates and related data in a clear and easy to read grid format. Data includes number of errors, events and percentage of errors to events to immediately identify units that may need repair.

Users have the ability to update the MDC status once repair has been completed or issues identified with specific units. This is a quick reference for other users to see the current status of units out in service at the current time. It also acts as a troubleshooting tool to note what machines have already been identified with issues to prevent multiple requests for service.

Also available within MDC Validation is the ability to view possible geocode issues based on actual lat and lon figures. The actual geocode of events can be plotted on the map for a visual representation of the distance between actual geocode and actual location. This allows users to be more proactive in correcting inaccurate geocodes in order to improve efficiency of scheduling and operations.

Clients
Manage Client Data

Manage Current and Historical Client Data

Clients

Quickly view detailed client records, trip history and summarized trip data for use in troubleshooting, research and as a customer service tool. All modules include mapping capabilities.

- **Events**
  Each trip listed displays detailed information including trip status, time, and address along with more in depth information such as trip distance, mobility type, and driver information.

  Each trip within the grid provides the following:
  - A trip manifest for the run
  - Detailed client information
  - Tracker Action Log, detailing all actions associated with the trip

  Also provided is a summarized view of number of requested trips, performed trips, no-shows, cancellations, average trip times and dwell times.

- **Certification**
  Review client record data and query on various fields found within. Immediately access detailed information without requiring login or access to the Clients module.

  Query on the following fields:
  - Client Name
  - Application Received/Reviewed
  - Certify Date
  - Eligible From
  - Expired Eligibility
  - Suspended From/To
  - Top Travelers
  - Top No Showers
  - Top Cancellers

- **Violations**
  View client no-shows, cancels and suspensions meeting user-specified criteria. Includes summarized data for individual clients as well as manifest data.

  This module offers a quick way to identify riders who frequently no-show or cancel trips so that they can be educated on policies.

Operational Tools
Proactively Maintaining Operations

Identify Detailed Service Trends

Route Scoring

The Route Scoring module provides a summarized and detailed breakdown of Stat-Trax data, including more specific fields and calculations. Use the Route Scoring tools to identify trends in service by specific route to aid in advance scheduling and to reference historical data for driver performance. View scheduled route statistics in advance for future days.

Hours	Route Score
Events	Performed/No-Showed
On-Time Percentage	Actual Times
Actual Odometers	Lunch In Window
Depart Depot Late	Return Depot Late
Est Distance Traveled	Event Ratios
Validation Percentage	Latitude and Longitude

All data within the Route Scoring grid can be grouped or sorted for in depth analysis to locate inefficiencies.

Manage Various Operational Aspects More Efficiently

Drivers

View driver specific delivery statistics while maintaining the master employee list of drivers within the system. Statistical information displayed ranges from hours worked, trip status, and lunches, to mileage, actual arrival and departure times.

Scheduling Manager

View the master run list from a different perspective, easing the process of route bids, route changes and route scheduling. A visual representation of the scheduled runs is also available.

Tour Validation

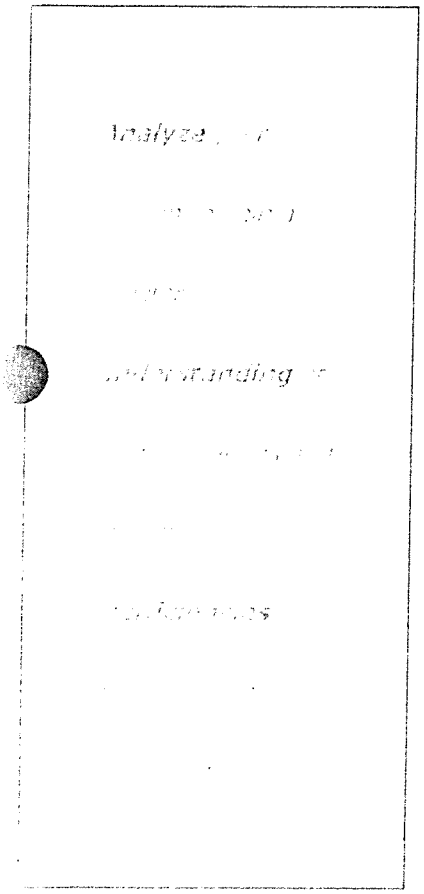
Review trip edit reporting available within the Tour Validation module. Identify inaccuracies within the schedules to amend data being reported on. View detailed description of events, errors and route manifest in one workspace.

Concern Manager

Create and manage daily operational concerns to keep a record of issues that arise during the day. Use the tools provided to review concerns and handle the process of addressing those concerns.

Analysis Tools

Analyze Data for System Improvement



Identify System Issues to Resolve

These powerful tools were created to assist users in managing and analyzing data, isolate parameter updates, and help build better schedules.

Tour Analysis

Using user-defined search parameters, observe trips for analysis by several factors, to improve overall service. Reports include:

- Unscheduled/Unrouted trips
- Trips by Distance
- Trips Routed to a Specific Provider
- Master Subscription Trips by Day of Week

Operational Analysis Tools

View reports designed to identify operational violations such as:

- Late or missed trips
- Appointment Violations
- Leave/Return to Depot Within User Defined Parameters
- Service Delivery Data by Driver, Route, or Vehicle
- General Service Delivery Report

Time Analysis Tools

Gain a greater understanding of the actual dwell times in the system by viewing the Dwell Time reports:

- Dwell Time by Location
- Dwell Time by Client

Make updates to specific locations or client records to more accurately reflect actual dwell times performed during service for more accurate scheduling.

Location Analysis

Search for and view events to and/or from user-specified locations in a grid format. Users have the ability to map these locations geographically, as well as view average trip distance to/from the locations.

Spatially analyze location data with the radius search option to locate events within a specified radius of a location. Group data as needed to better isolate specific location information available within the grid.

Use the tools within Location Analysis to more efficiently group trips, and create better service planning.

Monitor On Time Performance

On Time

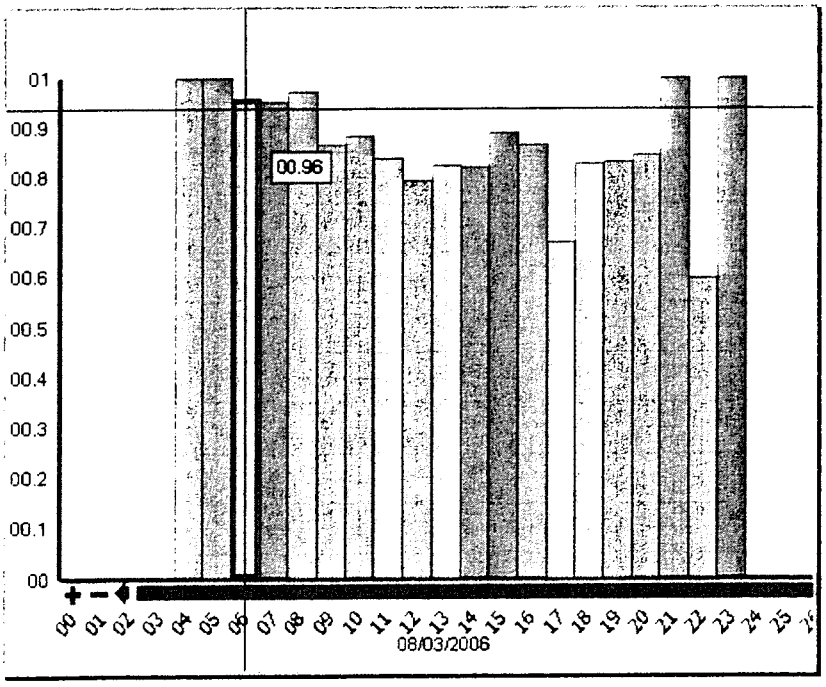
View a summarized collection of on time data, by provider, for a specific day of week. Compare day of week data to previous weeks to assist in determining on time service trends. Within the summary, the user can also view a graphical representation of the on time for the previous three weeks. Each record within the grid also allows the user to view the on time numbers and percentages by hour, and within each hour, the user can view detailed information for the trips that were performed outside of the scheduled window within that hour.

Another grid within the On Time module details an average for on time performance by hour, for the specified day of week within the specified time range. Another grid is provided to graphically display the same data for a quick reference.

The On-Time by Hour Matrix allows the user to view a grid and graphical representation of on time performance percentages, by hour, for three weeks of data.

As with most all grids within Info-Manager, all information can be mapped, sorted and grouped to more closely identify desired information.

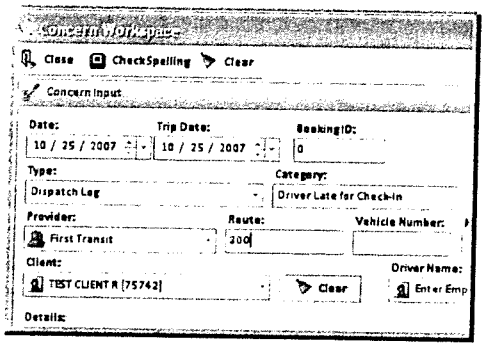
This amount of detail will allow for more precise analysis of on time performance and assist towards the identification of trends in order to improve timeliness of service.



Concern Manager
Track Operational Concerns

Manage Daily Operational Issues

The Concern Manager is a tool used to monitor and track operational issues that typically occur throughout the day. Any Info-Manager user, including Dispatchers, Customer Service Representatives or Drivers can all use the Concern Manager to record matters that may need attention.



Adding Concerns:

- Address concerns
- Client issues
- Manifest concerns
- Scheduling issues
- Location issues
- Driver issues
- Booking concerns

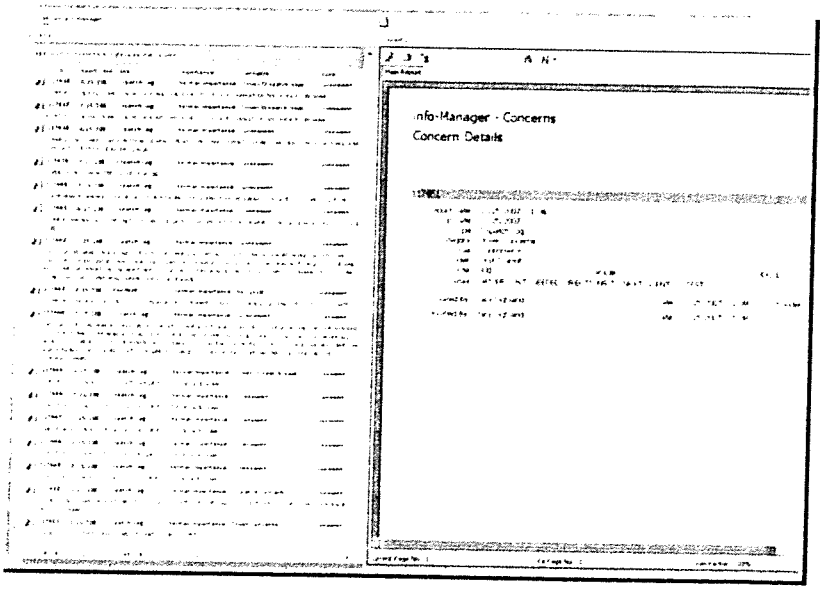
When adding concerns directly from another Info-Manager module the trip information automatically defaults for quick and accurate records.

Message Board

Use the Message Board to post global messages for Info-Manager users to keep all users informed on daily operations. All users have access to post and check messages on the Message Board.

Concern Manager

All concerns entered into the Concern Manager can be monitored and marked as reviewed by Management. This module comes complete with reporting functionality.



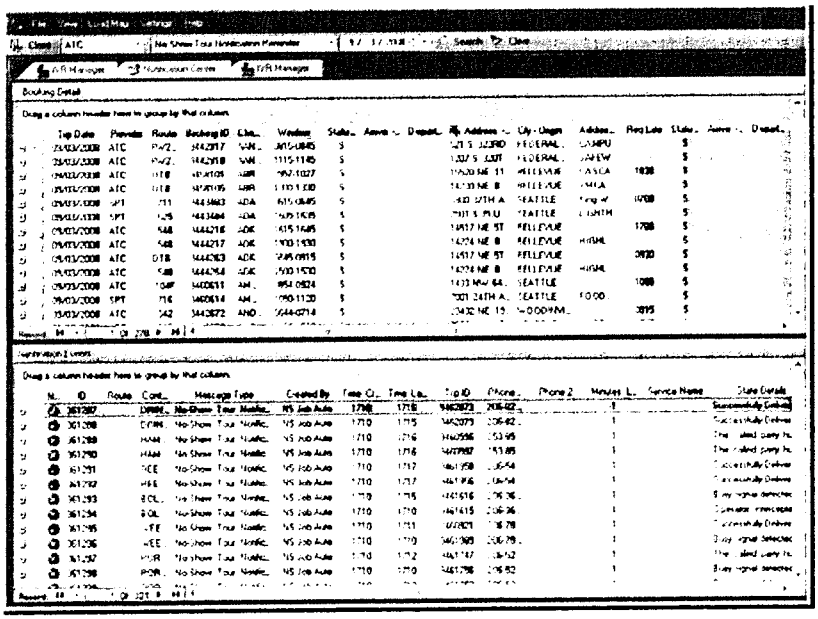
Notification Services
Keep Clients Informed

Notify Your Clients About Their Service

More and more companies are now turning to proactive outbound contact applications to more effectively communicate with their customers. Notification Services automate outbound customer interactions with the enterprise databases which also reduces live agent costs. Notification Services enables valuable employee resources to focus on mission-critical activities while generating higher customer satisfaction.

Notification Services is a robust, comprehensive software solution equipped with fully hosted outbound notification services in the form of the Notification Manager. Use Notification Services to send timely, personalized messages to thousands of customers using a wide variety of communication methods such as the internet, IVR, text, E-mail, PDA and SMS. Info-Manager allows you to manage these client service notices including:

Same-Day Trip Notifications	Adverse Weather Notifications
No-Show Alerts	Eligibility Expirations
Subscription Changes	Service Running Late
No-Show Prevention Reminders	Service Suspensions
Daily Trip Notifications	*Customized Messages*



Reporting Capabilities

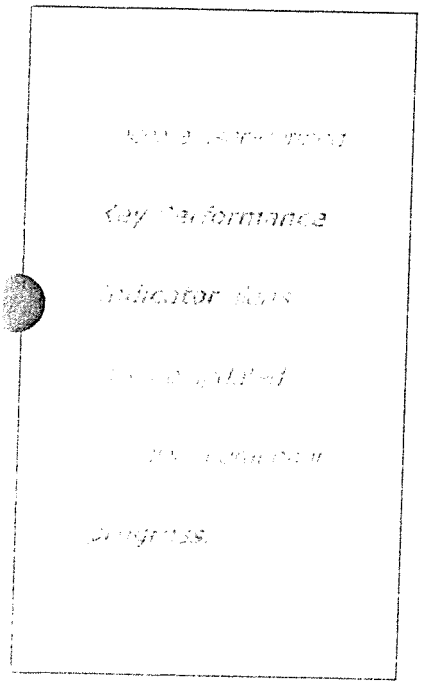
Notification Services' full reporting capabilities help you identify caller activity to improve and share the success of the notification campaigns. Reports are available by several options including date, client, provider, or notification type.

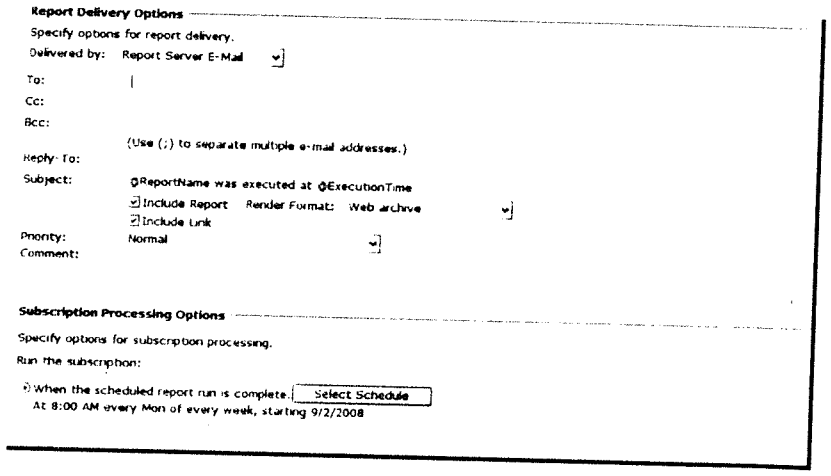
Info-Alerts
Stay Informed

Stay Up to Date and Save Time

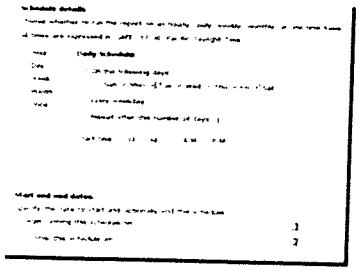
Save time hunting through concerns, client information, route information and hourly, daily, or monthly statistics with Info-Alerts. Monitor real-time Key Performance Indicator information that you select, whenever you need it. Alerts come right to you while you manage the rest of your transit operation.

Get important departmental or positional KPI info based on service trends such as Hourly On-Time, PPSH by Provider or almost any other operational real-time aspect of your transit system. Because you have the ability to select specific KPI's, it's only the information you want to know about and nothing else.





Delivering Control and Flexibility



Info-Suite makes it easy to manage all your Alerts in one convenient place allowing each user 100% control.

From the easy to use interface you can choose to receive alerts via email, IVR, mobile device, Info-Manager or Monitors located within your transit control-center. You can also select your preferred delivery options when you create an alert, including simple and complex reoccurrences.

For certain alerts, you can choose the email address, mobile device. frequency and time of day with which you wish to receive your alert.

Server Configuration

Server

- HP ProLiant DL360 G4p SCSI - Rack Server
- 2 Intel® Xeon™ 3.80GHz/2MB Processor
- 4GB Total REG PC2-3200 (4x1GB) memory
- Integrated Smart Array 6i controller
  PCI-X Riser - 2 PCI-X Slots (One Full Length and One Half Length)
- RAID 1 drive set (requires matching 2 hard drives)
- 2 HP 72.8GB Pluggable Ultra320 SCSI 15,000 rpm (1") Universal Hard Drive
- NC7782 dual port Gigabit NIC (embedded)
- 1.44MB Floppy Disk Drive
- HP slimline DVD+RW 8X drive
- 460W HP redundant power supply with US NEMA cord only
- SmartStart & Insight Manager
- Integrated Lights-Out Management – standard
- Warranty - 3 year next business day onsite

Software

- 1 Microsoft Windows Server 2003 R2, Standard Edition
- 1 Microsoft Windows Server 2003 CAL for each user
- 1 Microsoft SQL Server 2005
- 1 Microsoft SQL Server CAL for each user
- 1 Microsoft Windows Terminal Server CAL for each user
- 1 Microsoft MapPoint 2006 for each user
- 1 Symantec AV for each user

This is a product summary and is intended for informational purposes only. First Transit makes no warranties or guarantees expressed or implied in this product summary. First Transit retains the right to change Info-Suite at any time.

July 19, 2013

VIA ELECTRONIC & FIRST CLASS MAIL

[redacted]
President, First Transit and First Services
600 Vine Street
Suite 1400
Cincinnati, OH 45202

Re: Successful Transition of MetroAccess Service

[redacted]

On behalf of the Washington Metropolitan Area Transit Authority (WMATA), I would like to express my appreciation for your efforts and those of your employees in executing a smooth transition of our MetroAccess paratransit service. As you know, our paratransit customers greatly depend on the safe, on-time, and courteous provision of this service, and WMATA and its contractors must be fully committed to seeing that our customers receive that service without interruption.

As new WMATA contractors, please keep in mind that MetroAccess is not only the fourth largest paratransit service in the United States, but as the paratransit provider in our nation's capital, MetroAccess also is a model for the rest of the country. Our Accessibility Advisory Committee chairman, [redacted] gave me and our Board of Directors a very positive report on the first days of your new contract with WMATA. This positive start is a reassuring indication of your ongoing commitment to WMATA and our customers.

Sincerely,

[redacted]
General Manager and
Chief Executive Officer

cc: [redacted] Assistant General Manager, Access Services
[redacted] Chief Procurement Officer
[redacted] Kissal, Deputy General Manager, Administration

[redacted]

From: [redacted]@firstgroup.com]
Sent: Wednesday, February 27, 2013 3:24 PM
To: [redacted]
Cc:
Subject: RE: First Transit/ First Group Evaluation
Attachments: FirstTransitLetterWMATAFEB272013_001[1].JPG; WMATA_Clarifications_022713[1].pdf

Hello [redacted]

Attached is the information that you requested. If you need any additional information please call, [redacted] Also, I would like to thank both you and [redacted] for the additional time given to us, to gather the requested information today.

[redacted]

Director of Business Development
First Transit, Inc.
8101 Hampton Meadows Lane
Chesterfield, Virginia 23832

[redacted]@firstgroup.com

From: [redacted]@wmata.com]
Sent: Wednesday, February 27, 2013 11:44 AM
To: [redacted]
Subject: FW: First Transit/ First Group Evaluation

Good morning [redacted]
The following items are required to complete the evaluation of your proposal:

1. Updated Insurance Certificate, the certificate you submitted is expired.
2. Insurance Certificate must have the name of this job written on it. (service delivery)
3. Please check page32 #4 (a) and (b) on the Representation and Certification.
4. Please provide the signed letters of Intent for Small Business, you must have 2% for 10 years.

A response is required by 2:00pm EST today. Thank you for your prompt attention, concerning these items.

Thank you,

[redacted]@wmata.com
Office Of Procurement & Materials
Washington Metropolitan Area Transit Authority (WMATA)
600 5th Street, NW
Room 3D-03-C
Washington, DC 20001
Phone: [redacted]

From: [redacted]
To:
Subject: FW: [Fwd: DBE Certification]
Date: Wednesday, February 27, 2013 1:53:20 PM
Attachments: untitled-[2].html

[redacted]
Director of Business Development
First Transit, Inc.
8101 Hampton Meadows Lane
Chesterfield, Virginia 23832

[redacted] fax
[redacted]firstgroup.com

From: [redacted]@spectrumassociates.org]
Sent: Wednesday, February 27, 2013 1:48 PM
To: [redacted]
Subject: [Fwd: DBE Certification]

Please see below and please feel free to contact [redacted]---------- Original Message ----------
Subject: DBE Certification
From: [redacted]<[redacted]@wmata.com>
Date: Wed, February 27, 2013 1:46 pm
To: '[redacted]@spectrumassociates.org'" <[redacted]@spectrumassociates.org>

Hello [redacted]

As you are aware our office is in receipt of your DBE renewal application. Your application has been assigned to me. During this process I will review your documents and conduct a site visit which we have scheduled for next week. Your firm is currently certified, however, this process is to ensure your firm is still eligible to maintain a certified DBE status.

If you have any questions please feel free to contact me. My contact information is below.

[redacted]
DBE & Compliance Specialist
Washington Metropolitan Area Transit Authority
600 Fifth Street NW , 3D-01
Washington, DC 20001
Office: [redacted] Email: [redacted]@wmata.com<mailto[redacted]@wmata.com>

Below is documentation certifying that Heritage Treasures is a WMATA-Certified SBLPP business.

From: [redacted]
To:
Subject: Fwd: [FWD: RE: WMATA"s Small Business and Local Preference Program]
Date: Wednesday, August 22, 2012 2:04:00 PM

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----
From: [redacted]@htprintables.com" <[redacted]@htprintables.com>
Date: Wed, Aug 22, 2012 1:00 pm
Subject: [FWD: RE: WMATA's Small Business and Local Preference Program]
To: '[redacted]@firstgroup.com>

Good afternoon [redacted]

Please see email below regarding certification. Please let me know if you need anything additional.

Best regards,

[redacted]

-------- Original Message --------
Subject: RE: WMATA's Small Business and Local Preference Program
From: [redacted]@wmata.com>
Date: Wed, August 22, 2012 7:25 am
To: [redacted]@htprintables.com" <[redacted]@htprintables.com>

The attached (below) email is proof that you are a WMATA self-certified and approved SBLPP participant. This is the document.

[redacted]
Coordinator, Small Business & Local Preference Program
Office of Procurement & Materials
Department of Financial Services
Washington Metropolitan Area Transit Authority
600 - Fifth Street, NW, Room 3B-14
Washington, DC 20001
Telephone: [redacted] Fax: [redacted]
eMail: [redacted]@wmata.com
"Moving Small Businesses in the Right Direction"

From: [redacted]@htprintables.com [mailto:[redacted]@htprintables.com]
Sent: Tuesday, August 21, 2012 12:04 PM
To: [redacted]
Subject: RE: WMATA's Small Business and Local Preference Program
Importance: High

Good afternoon [redacted]

I was wondering if, or how I can access my approved WMATA certification? A contractor would like to include our company as a subcontractor, and they wanted us to provide the certificate. Can you please point me in the right direction as to how I can obtain a copy?

Thanks and have a great day!

> -------- Original Message --------
> Subject: WMATA's Small Business and Local Preference Program
> From: [redacted]@wmata.com>
> Date: Wed, June 22, 2011 12:19 pm
> To: [redacted]@selectccinc.com" <[redacted]@selectccinc.com>,
> [redacted]@kmccorp.com" [redacted]@kmccorp.com>,
> [redacted]yahoo.com"
> [redacted]@yahoo.com>, [redacted]@htprintables.com"
> [redacted]@htprintables.com>
>
> **Congratulations!**
>
> WMATA is pleased that your firm has joined our Board mandated Small Business and Local Preference Program. The Small Business and Local Preference Program is geared towards bidders participating in our simplified acquisition process (operating funds). This process is for potential contracting opportunities of $150,000 or less. These solicitations will be sent to you through electronic mail by utilizing our Strategic Sourcing mechanism when there is a requirement for services, supplies and equipment in your listed material category codes. Your self-certification is for a period of two-years and we ask that you ensure that your "Declaration of Certification" affidavit is updated at the appropriate time so that your firm will continue to receive the benefits of this program.
>
> Much success to you!

[redacted]
Coordinator, Small Business & Local Preference Program
Office of Procurement & Materials
Department of Financial Services
Washington Metropolitan Area Transit Authority
600 - Fifth Street, NW, Room 3B-14
Washington, DC 20001
Telephone: [redacted] Fax: [redacted]
eMail: [redacted]@wmata.com
"Moving Small Businesses in the Right Direction"

METROPOLITAN WASHINGTON
UNIFIED CERTIFICATION PROGRAM

DDOT • 55 M Street S.E., 3rd Floor • Washington, D. C. 20003• [redacted]
WMATA • 600 Fifth Street, N. W., 3rd Floor • Washington, D. C. 20001• [redacted]

District Department of Transportation

February 8, 2013

[redacted]
S.T.A.R. Associates, Inc.
12 West Montgomery Street
Baltimore, MD 21230

RE: Certification No. 775-W

Dear [redacted]

We are pleased to inform you that your firm has been found eligible to continue its certification as a Disadvantaged Business Enterprise (DBE) with the Metropolitan Washington Unified Certification Program (MWUCP), effective **February 8, 2013**. MWUCP participants include the Metropolitan Washington Area Transit Authority (WMATA) and the District of Columbia Department of Transportation (DDOT). **Your firm is subject to the requirements of the Disadvantaged Business Enterprise regulations, *Title 49, Code of Federal Regulations, Part 26*, as amended and all laws of this jurisdiction applicable to the transaction of business.** You are currently certified in the following North American Industry Classification System (NAICS) Codes:

485999 – ALL OTHER TRANSIT AND GROUND PASSENGER TRANSPORTATION
541612 – HUMAN RESOURCES CONSULTING SERVICES
561311 – EMPLOYMENT PLACEMENT AGENCIES
561320 – TEMPORARY HELP SERVICES
621610 – HOME HEALTH CARE SERVICES

If you wish to add to the list of approved NAICS Codes, you must make such request in writing with supporting documentation to the MWUCP participant from which the original certification was received.

As a certified DBE, you are required to submit an annual "No Change"/"Notice Regarding Change" statement, attesting to your continued status as a "socially and economically disadvantaged individual". You must also submit the following: (1) a Personal Net Worth Statement (PNW); (2) the Individual Income Tax Return for that year; and (3) the Firm's Federal

Tax Return for that year. The requisite forms are available at www.wmata.com. You can access these forms by first clicking on *Business with Metro* and then clicking on *Disadvantage Business Enterprise/forms*. The "No Change"/ "Notice Regarding" Change Statement and supporting documentation should be mailed annually on or before your firm's certification date to:

Washington Metropolitan Area Transit Authority
DBE & Compliance Office, 3C
600 5th Street, N.W.
Washington, DC 20001

If a change in the ownership, control or management of your firm has occurred, you must complete and submit a "Notice Regarding Change" statement immediately subsequent to the change.

Firms desiring information about DDOT procurement opportunities should go on line at http://ddot.dc.gov/dbe. To do business with WMATA, go on line at www.wmata.com or www.metroopensdoors.com to register as a vendor and for bidding opportunities.

A firm is considered graduated in all or some of the areas of work grouped under the NAICS Codes if the firm exceeds the size standards listed under the NAICS Codes. If a firm exceeds the size standard in any of its approved NAICS Codes, it is no longer certified as a Disadvantaged Business Enterprise under that specific NAICS Code. If a firm exceeds the size standards in all of its approved NAICS Codes or the established Personal Net Worth standard, it is no longer eligible to participate as a Disadvantaged Business Enterprise under the Federal U.S. Department of Transportation Program.

Your certification does not automatically expire, however; your firm must submit the required documents annually on or before your firm's certification date. Failure to provide the requested documents in a timely manner will result in immediate actions to decertify your firm's eligibility as a Disadvantaged Business Enterprise with the Metropolitan Washington Unified Certification Program.

If you have any questions, please contact [redacted] DBE & Compliance Specialist at [redacted] or via email at [redacted]@wmata.com.

Sincerely,

[redacted]
Manager, Administrative Services and DBE Liaison

First Transit

First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Phone: [redacted]
Fax: [redacted]

[redacted]
Washington Metropolitan Area Transit Authority
Office of Procurement and Materials
Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001

Subject: **Proposal for Washington Metropolitan Transit Authority, CQ 12169/KAM, MetroAccess Paratransit Service for Maryland, Virginia and the District of Columbia**

Dear [redacted]

Thank you for your time earlier today to discuss the information request received from Ms. Theresa Boyd; and the additional time allowed for submittal of the requested information. Please find attached with this letter the updated forms as identified below:

1. Updated Insurance Certificate with WMATA and Service Delivery description identified.
2. Updated page 32 if the Representation and Certification form.
3. We are attempting as quickly as possible to obtain and submit the signed letters of Intent for our Small Business partners. We have already been in contact with, or are attempting to reach, our partners and will forward the signed letters as soon as we have them. However, we have attached an updated breakout sheet of our WMATA Certified SBE Sub-Contractors with their service descriptions and Contract Participation Volume for your review.

Should you need any additional information, or have further questions, please contact me at any time. Thank you for your consideration of First Transit and we look forward to working with you through the remainder of this procurement process.

Sincerely,

[redacted]
Director of Business Development
First Transit, Inc.
[redacted]

[redacted]

From: [redacted]
Sent: Thursday, November 29, 2012 3:59 PM
To: [redacted]
Cc:
Subject: RE: RFP CQ12169/KAM Clarification Questions for SD Proposal

As time is of the essence, WMATA can only extend your time to respond to the clarification questions until 12 Noon, Friday, December 7, 2012 EST.

From: [redacted]@firstgroup.com]
Sent: Thursday, November 29, 2012 11:38 AM
To: [redacted]
Cc:
Subject: RE: RFP CQ12169/KAM Clarification Questions for SD Proposal

Thank You, also we would like to request consideration for an extension for additional time (in reference to December 5, 2012 due date), in order to insure that we can provide the best response for the clarity questions below?

Thanks For Your Consideration

[redacted]
Director of Business Development
First Transit, Inc.
8101 Hampton Meadows Lane
Chesterfield, Virginia 23832

[redacted] fax
[redacted]@firstgroup.com

From: [redacted]@wmata.com]
Sent: Thursday, November 29, 2012 11:35 AM
To: [redacted]
Cc:
Subject: RE: RFP CQ12169/KAM Clarification Questions for SD Proposal

Email is fine.

From: [redacted]@firstgroup.com]
Sent: Thursday, November 29, 2012 11:19 AM
To: [redacted]
Cc:
Subject: RE: RFP CQ12169/KAM Clarification Questions for SD Proposal

Hello [redacted]

I hope all is well! Which format would you like for us to delivery the requested information below, electronic (email) or paper copy format mail delivery?

Thanks

[redacted]

From: [redacted]
Sent: Thursday, November 29, 2012 11:06 AM
To: [redacted]
Cc:
Subject: RFP CQ12169/KAM Clarification Questions for SD Proposal

Good Morning [redacted]

WMATA is in the process of evaluating the proposal your company submitted in response to RFP CQ12169/KAM for Service Delivery (SD). Below are clarification questions for your company.

A response is required to my attention no later than 12:00 Noon, Wednesday, December 5, 2012 EST.

Question #	CDRL #	Page	Question
1		8	Please confirm your statement that First Transit is the sole provider of all paratransit service for AccessLink services in New Jersey.
2		8	Please describe the operating environment for each "Region" (i.e., urban/suburban, travel time, distance of trips, etc.).
3	1	1	Please provide a detailed description of any ADA paratransit operations currently under contract.
4	1	5	Please explain how the stated fare collection procedure is applicable to MetroAccess.
5	2	1	Are the "park out lots" references in Service Model Option #1 strictly for parking service vehicles with no facilities for fueling or administrative functions associated with the operation of the vehicles? Please elaborate on this concept and include discussion of how the "park out lots" versus full service garages better serves MetroAccess. Also, please address how these locations will be secured and managed.
6	2	1	Please provide a detailed description of your plans to provide service to the entire WMATA service area from the proposed locations with minimal deadhead time and maximum efficiency.
7	3	1	Please elaborate on the process you used to select the taxi companies listed in your proposal.
8	4	2	Please detail how [redacted]experience in fixed route transit has prepared him to manage a demand response operation of a highly complex nature with a high level of customer centered service.
9	4	4	Please describe how [redacted]experience is relevant to the experience required in the RFP for Operations Managers.
10	4	4	Does [redacted]have any paratransit experience?
11	4	4	Please describe how [redacted]experience with the maintenance of railcars has prepared him for managing the maintenance of the vehicles utilized by MetroAccess.
12	4	2 to 4	Please describe the proposed staff's experience in working with Trapeze software. Please provide information about the proposed local management team's commitment to this contract.

13	4	9	In the second full paragraph you state "[o]ur experience in similar operations with large geographic service areas will enable us to ensure on-time performance (95%-plus) and dependability (less than 0.5% missed trips)." Please describe how you will increase the current 92% to 93% on-time performance to the 95%-plus indicated in your proposal.
14	4	9	Your proposal states "[e]mployees will be rested according to our policies and in compliance with the Federal Motor Vehicle Safety Standards." Please compare these policies with WMATA's rules regarding work hours and fatigue. Where WMATA rules may be more restrictive will your firm comply with the WMATA rules?
15	4	9	For the table at the bottom of the page, please state which service level the number of positions applies. Please explain your assumptions regarding the number of Road Supervisors proposed.
16	4	11	In the first paragraph of the Wages & Benefits section you state that you offer a "competitive compensation package." Please explain the meaning of this statement as it relates to the requirements of the Authority's Living Wage Policy (RFP Section 34, Page 88).
17	5	1	Please detail the analysis, including all assumptions, that supports the numbers of operators proposed.
18	6	2	Please explain how the minimum standards for operators meets or exceeds the MetroAccess requirements.
19	6	3	You state the First Group background check requirements. Is this process intended to be in lieu of or in addition to the WMATA policies regarding background checks?
20	6	3	In the fourth paragraph under the Central Background Check Unit you state that you "have conservatively assumed approximately 95 percent of the current workforce will make the transition." Have you been able to meet this retention level on other contracts? What processes are in place to ensure you will be fully staffed prior to the start of service should you fail to meet the 95% retention level?
21	7	1	In your experience, have you found that the minimum 65 hours of operator training sufficiently prepares employees to successfully perform paratransit service? What amount of training will your operators receive prior to starting MetroAccess service? How many hours will be devoted to MetroAccess policies and procedures, and the complexities of operating a vehicle in the DC metropolitan area?
22	7	6	The training topics listed under the Road Work portion of the training courses are geared toward fixed route bus service. How will these topics be modified to reflect the requirements of the paratransit operating environment?
23	7	7	Please provide the frequency of refresher training.
24	7	8	The RFP clearly separates the Service Delivery and OCC service functions. With this in mind, please explain the requirement that dispatchers will be required to undergo your firm's driver training programs.
25	7	11	Please define the term "confirmed customer complaint."

26	8	1	In the first paragraph of the Level of Expertise section you state that "[t}o build customer ridership, service must be dependable, clean and comfortable." Please explain your understanding of MetroAccess' operational goals as it relates to building ridership.
27	8	5	What is the PM schedule you will use for the MetroAccess vehicles?
28	8	7	In the first paragraph you state that vehicles that cannot be repaired by internal staff will be sent to qualified local vendors. Have you researched any local vendors for this purpose? If so, please provide the vendors selected, the type of work they would perform, and the process you used to select these vendors.
29	9	1	Please provide detailed plans for each proposed facility showing how parking for MetroAccess vehicles will be maintained separate from personal vehicles, as well as on-site traffic management plans.
30	10	7	Does First Transit have a safety incentive program for employees? If so, please provide details of this plan.
31	10	7	Will the results of safety reviews related to MetroAccess service be shared with WMATA?
32	11	4	In the third paragraph of the Fleet Assessment and Quality Control section, please clarify the meaning of the term "shuttle vehicles."
33	12	1	The response is not detailed. Please provide a detailed plan for how these processes will be accomplished. Also, please explain how any violations (including traffic violations by operators) will be addressed.
34	13	1	MetroAccess vehicles are gasoline powered. Please describe your approach to installing the proper fueling facilities at the proposed garage locations.
35	14	1	Are the "park out lots" near WMATA approved fueling locations?
36	15	1	Please provide your continuity of operations plan for this contract.
37	15	1	Please provide your safety policies/procedures for operators as related to customers.
38	16	1	Please identify the specific software solution you will use for your Electronic Data Archiving System.
39	16	3	Please describe your process to ensure that manifests and all other paper based data and reports are backed-up and stored electronically with simple keyword search retrieval.
40	17	1	Please describe the processes and/or procedures in place to ensure that you will meet or exceed the performance goals stated in the RFP.
41	17	1	Please detail your process to investigate, manage and resolve complaints.
42	18	2	The response lacks detail. Please provide a detailed plan for how First Transit will plan for and operate in and recover from the types of severe weather that can be expected in this metropolitan area. Please provide specifics of how recent DC weather events were handled in your other local service operations.
43	19	3	In the second paragraph, is First Transit proposing to replace all MDCs currently in MetroAccess vehicles? Please explain.
44	19	3	Please describe how you will maintain the MDCs and DriveCam units currently onboard all MetroAccess service vehicles.
45	20	1	Please document any past or current experience you have working with a third party QA contractor.

46	20	1	Please describe how you will work with the QA contractor to investigate, manage, and resolve incidents or complaints.
47	21	1	Please provide a detailed description of how you plan to work with the OCC contractor and will ensure all customer trips are operated and service standards are met. Also include discussions including, but not limited to, communications between operators and the OCC, service interruptions, incidents and/or accidents, trip movement and trip insertion, coordination concerning productivity, etc.
48	21	1	In the second paragraph of the MACS-OCC Interface Plan you state"[o]nce we receive the manifest from MACS-OCC, First Transit will schedule our driving staff to meet the expected demand during all hours." As used in this statement, does the term "schedule" refer to the assignment of operators to runs prepared by the OCC for the next day, or to inform operators that they will be required to work?
49	22	1	Who will manage your transition team? Have you encountered any issues in past transitions that could be useful in ensuring a smooth transition in this instance?
50	22	2	Please identify the staff member(s) responsible for each of the tasks listed in the table..

[redacted]

From: [redacted]
Sent: Thursday, February 21, 2013 9:37 AM
To: [redacted]
Cc:

Subject: RE: FirstTransit Response RFP#CQ12169/KAM MetroAccess Paratransit

Good Morning Gentlemen:

In reviewing your response to our conference held on February 12, 2013, you state that "First Transit is receptive to discuss the reduction of the Excessively Late Trip Standard from 30 minutes to 20 minutes". WMATA specifically asked you to indicate in your response what impact, if any, this would have on your pricing if the Excessively Late Trip Standard changed from 30 minutes to 20 minutes. As time is of the essence, please provide a response by COB today.

Thank you

From: [redacted]@firstgroup.com]
Sent: Friday, February 15, 2013 7:36 AM
To: [redacted]
Cc:
Subject: FirstTransit Response RFP#CQ12169/KAM MetroAccess Paratransit

Hello [redacted]

I hope all is well! Attached is our response to clarity questions asked during our conference call with WMATA on February 12, 2013. If you need any additional information or have questions please call, [redacted]

Thank You

[redacted]
Director of Business Development
First Transit, Inc.
8101 Hampton Meadows Lane
Chesterfield, Virginia 23832

[redacted]@firstgroup.com

[redacted]

From: [redacted]@firstgroup.com]
Sent: Friday, February 15, 2013 7:36 AM
To: [redacted]
Cc:
Subject: FirstTransit Response RFP#CQ12169/KAM MetroAccess Paratransit
Attachments: FirstTransitWMATAResponse2152013.pdf

Hello [redacted]

I hope all is well! Attached is our response to clarity questions asked during our conference call with WMATA on February 12, 2013. If you need any additional information or have questions please call, [redacted]

Thank You

[redacted]
Director of Business Development
First Transit, Inc.
8101 Hampton Meadows Lane
Chesterfield, Virginia 23832

[redacted]@firstgroup.com

First Transit

First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
[redacted]

[redacted]
Washington Metropolitan Area Transit Authority
Office of Procurement and Materials
Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001

Re: Proposal for Washington Metropolitan Transit Authority, CQ 12169/KAM, MetroAccess Paratransit Service for Maryland, Virginia and the District of Columbia

Dear [redacted]

The team at First Transit would like to thank WMATA for the opportunity to clarify many topics related to our proposal to provide MetroAccess Paratransit Service in a conference call on February 12, 2013. Pursuant to those discussions, please find attached with this letter the additional clarifications regarding the remaining open discussion items. In addition, we have also provided an updated Price Proposal at the 35% service level.

Our team remains excited about the possibility of working with WMATA and greatly appreciates the open discussions we had with WMATA staff. Based upon this discussion, we continue to believe that First Transit offers to WMATA an excellent partner in the provision of MetroAccess Paratransit Services.

First Transit understands and shares in WMATA's goal to provide a service that is on-time 100 percent of the time, with zero missed trips, zero accidents and using properly maintained vehicles. Based upon that shared goal, First Transit is receptive to discuss the reduction of the Excessively Late Trip Standard from 30 minutes to 20 minutes, as discussed during our conference call on February 12, 2013.

Should you need any additional information, or have further questions, please contact me at any time. Thank you for your consideration of First Transit and we look forward to working with you through the remainder of this procurement process.

Sincerely,

Senior Vice President, Business Development

First Transit, Inc.

Maintenance Staff

Detail experience and qualifications of the proposed maintenance staff with paratransit vehicles.

As in Section CDRL SD-4 Staffing Plan of our proposal under Maintenance Managers, we would like to restate that [redacted] will serve as our proposed Maintenance Manager if First Transit is awarded WMATA's Service within the 35% range. [redacted] has **over 20 years of result-oriented vehicle maintenance experience**, 17 of which have been in a management capacity. [redacted] currently serves as Director of Maintenance for our Philadelphia SEPTA Partnership, with responsibility for **managing a fleet of over 150 paratransit vehicles.** As Maintenance Manager, [redacted] will be responsible for fleet safety, the preventive maintenance of the fleet and facility, for scheduled and unscheduled repairs and the general maintenance management at our maintenance operation facility. Attached is a copy of [redacted] Resume.

Continuation of Operations Plan

Performance Plan and Continuation of Operations Plans lack detail. Please describe these plans in detail.

First Transit will work closely with WMATA and other Metro Access contractors to develop an all-encompassing Continuation of Operations Plan to ensure the entire MetroAccess system continues to operate fully when one operation is severely inhibited due to an uncontrollable event, such as severe weather. First Transit will integrate all appropriate WMATA operating policies into our COOP plan, such as the six severe weather service plans.

First Transit's Division Manager will act as the main point of contact for our COOP plan, while the remaining key management staff will be assigned various tasks. In addition, WMATA will be provided with First Transit Crisis Communication Plan and all corporate contacts for further emergency coordination. A copy of our standard Safety and Security Planning Manual was provided as attachment 12 in our original proposal. This plan will be updated if First Transit is selected to be a MetroAccess service provider.

First Transit will work with WMATA in coordinating service level operations during the threat of severe weather or other emergencies. We recognize that WMATA will make the ultimate decision of which level of service will be provided, but First Transit staff will likely play a part in helping determine road conditions in our service area, as we expect to deploy supervisory staff to assess road conditions. With pending severe weather approaching that will likely affect the ability to operate, WMATA may require an

early close to the service day, therefore requiring customers to be picked up at an earlier time than expected. First Transit will work directly with the MACS-OCC contractor to adjust schedules accordingly, to ensure all customers are returned home prior to severe weather hitting.

Severe weather and other emergency situations cannot only affect our ability to operate a vehicle in revenue service, but it is also one of many events that could hamper our ability to operate out of our facility. Structural damage, power interruptions, flooding, bomb threats, and other incidents can force our facility to operate under difficult circumstances or possibly relocate.

The following items are examples of plans we would finalize with WMATA if selected as a MetroAccess provider:

Communications

First Transit will provide WMATA and partner contractors with our crisis communication plan, including all key employee contacts, and would assume others will do the same. Our General Manager (or designee) will act as the main point of contact for our operations in any significant event. First Transit will follow the communication plan approved by WMATA, but we would expect WMATA personnel and the MACS-OCC contractor would be first points of contact. It should also be noted, that if the event requires a response from the authorities, whether fire, rescue, police, or other, they will be contacted first, followed by WMATA. In the event that First Transit has to evacuate our facility, a communication center could be relocated to **our DC Circulator operations office at 1710 17th Street NE in Washington DC**. This facility could provide phone communications and internet service as required to continue operations.

First Transit will work closely with the MACS-OCC contractor to establish a communication plan if communications with the vehicle operators were to no longer function. First Transit would expect to establish a plan to utilize MDC units as a form of communications if the radio system was not functional. Manifests would be utilized for trip information if MDC units were not functional, while there would also be a need to radio in trip performance information into the MACS-OCC office to ensure system performance updates into the Trapeze system. As there could be times when both radio and MDC units are not functioning, First Transit would work with the Metro Access system to establish operator rallying points, where operators would meet with supervisors at a designated location for communications on how to ensure all passengers are transported back to their home destination.

Power Loss

First Transit will install a **facility back-up power generator** at our proposed operating facility. The generator will provide back-up power to all critical operating functions, including but not limited to phones, internet, lights, and fueling. The generator will be tested and inspected regularly. First Transit will also have a mobile generator as further back-up to provide power in remote situational needs.

Fueling

As stated above, First Transit will ensure the fueling apparatus at our operating facility will be powered by a back-up generator in the event power goes out. We also recognize that WMATA will provide fueling cards in a qualifying event that prevents our use of the bulk fuel. In addition to the WMATA-provided contingencies, First Transit will be able to provide an additional fuel card system, as well as utilize our national fuel vendor system to provide wet hosing if required. We recognize that WMATA will likely approve all alternate fueling scenarios, but First Transit is willing to offer these additional redundancy options if needed.

Information Systems

First Transit will utilize Iron Mountain Document Imaging Services for archiving all system data, including manifests, which is hosted in the cloud. In additional to Iron Mountain, First Transit will be utilizing a cloud based data storage system for all location based computer data, such as daily and monthly operating reports. Location staff will be able to access all needed system files remotely utilizing Microsoft's Office 365 product through Sharepoint. All key staff will utilize laptop computers for daily operations, thereby allowing removal in the event the facility needed to close and relocate. As stated earlier, in the event our MetroAccess facility needed to be vacated, all key management personnel can relocate to our DC Circulator operating facility on 17th Street for immediate phone and internet access to immediately connect through Sharepoint. First Transit would also welcome additional options at WMATA or other contractor's if WMATA prefers, but the 17th Street facility will be established as a back-up operating location for office purposes as needed. This does not include revenue vehicle parking.

Facility Relocation

In the event that our operating facility is no longer inhabitable for the short term (such as severe weather, bomb threats, etc.), First Transit will relocate operations to another location. Our IT structure will relocate as described above, ensuring all critical information is captured electronically to a new operating location, such as our 17th

Street facility. In the event that WMATA selects another location to operate from, First Transit will be prepared accordingly. Mobile technologies, such as internet-ready Netbooks and mobile phones, will be utilized for the short term until an operating location is established. All such temporary contact numbers would be pre-established and communicated to all stakeholders in advance. As mentioned earlier, fueling could be provided by utilizing the WMATA fuel cards, with WMATA approval.

Although office functionality can be handled through our 17th Street facility, parking and maintenance functions would need to be relocated to another location if the relocation was required for more than 24 hours. First Transit would suggest partnering with WMATA and the other Metro Access vendors to share established resources in any such event.

As stated above, First Transit will work closely with WMATA in finalizing a Continuation of Operations Plan if selected for this service. **Partnering with WMATA and the other selected vendors in creating this plan is critical in order to provide seamless operations in any severe event.**

Training Program – Operators

Please describe your operator training program.

a) ***Provide a detailed description of the classroom training including the number of training hours by topic.***

b) ***Provide a detailed description of the behind- the wheel training including the number of training hours by topic.***

Our driver education and training process is a highly regimented and professionally developed course built around a curriculum featuring learning opportunities in two major domains: Knowledge (education) and Skills (training).

Various delivery mechanisms such as classroom, multimedia presentations, closed course, observation and behind-the-wheel skills building are used to support the learning process. To help employees retain the information and practice the skills they've acquired, learning is evaluated through written quizzes, driving tests and customer service skills evaluations.

We document all training, licensure, ride-along evaluations, physical results, drug testing, background checks, and reference checks in our Operator Proficiency Workbook. Only drivers who have completed our extensive training programs are qualified to operate vehicles.

Our comprehensive training program is used throughout our 235 operating locations.

A new driver will go through **a minimum of 96 hours for paratransit services** – including classroom training, BTW training, and cadetting. We will cover training in all First Transit - WMATA routes, vehicle maneuvering, passenger assistance techniques and customer service, regulatory issues, sexual harassment, first aid, blood borne pathogens, hazardous materials, and ADA requirements.

The curriculum for our training program features:

- First Transit / T.S.I. 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 Driver Development and Safety Advantage Web system that includes all policies and procedures for employee training and management.

Classroom Training – 28 Hours

Our training program begins with 28 hours of classroom training. During this training, our TSI-certified trainer leads the trainees through the Classroom Manual, PowerPoint presentation, quizzes, and discussions.

The Standard Classroom Manual includes the following chapters. We will include additional modules on WMATA policies and procedures and basic first aid in this manual for a combined classroom training of 28 hours.

Classroom Manual

Chapter 01 - Introduction Policy & Procedures (includes Sexual Harassment)

Chapter 02 - Substance Abuse

Chapter 03 - Basics of Safety

Chapter 04 - Defensive Driving

Chapter 05 - Customer Service & Passenger Relations (Para)

Chapter 06 - Customer Service - Assistance Guidelines (Para)

Chapter 07 - ADA (Para) (Please see below for special attention to this section)

Chapter 08 – Pre-Trip Inspection (Para)

Chapter 09 - Driver Vehicle Inspection Procedures

Chapter 10 - Communications

Chapter 11 - Emergency Management

Chapter 12 - Required Paperwork

Chapter 13 - Security Awareness

Chapter 14 - Map Reading

Chapter 15 - Code of Conduct

Chapter 16 - WMATA Specific

Additional – Basic First Aid Training

ADA Sensitivity/Passenger Assistance Training

One of the most important training areas for paratransit operators is the **sensitivity/passenger assistance training**. First Transit utilizes the TSI modules for customer service, including sections on passenger assistance and ADA issues.

> 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. In addition, First Transit will engage and Partner with ADA support organizations such as *Easter Seals, American Association of People with Disabilities*, and others to enhance our Sensitivity Passenger Assistance Training for our operators. Our operators and staff gain a clearer understanding of and closer connection to the subject when they understand the perspective of the ridership.

Behind the Wheel Training – 28 Hours

Closed Course - (Non-revenue Service)

The Closed Course training provides the trainee with an opportunity to refine his/her driving skills in a secured environment free from obstacles and other motorists. Before advancing to BTW Road Work, the trainee must demonstrate their ability to control the vehicle by completing a set of drills. These drills are designed to train the employee on managing vehicle clearance and space cushion by using reference points and mirrors.

Road Work - (Non-revenue Service)

This module is designed to provide the trainee with the opportunities to enhance the skills learned on the closed course and to familiarize him/her with the service area. Road work training is done on a one-to-one basis (1 trainee:1 trainer) and credited only for the time the trainee is actually operating the vehicle.

Driver Final Evaluation

The safety of our passengers is our top priority — one that simply cannot be compromised. That's why all First Transit drivers are administered a final examination after proper training to demonstrate their ability to handle vehicles in a safe manner. The final examination includes both written and behind-the-wheel testing.

First Transit's Behind the Wheel Training will be conducted by First Transit's Director of Training and will be assisted only by Certified Drivers that have been thoroughly trained and approved to assist with Behind the Wheel Training.

> Each driver must pass the Final Evaluation in order to receive certification as a First Transit driver – **a mandate over and above established State and USDOT requirements.**

Cadet-In-Revenue Service Training – 40 hours

The final step in new-driver training – and the transition from classroom to real-world experience – is our Cadet-in-Review Service Training. Each new driver, or cadet, is coupled with a certified cadet trainer, who is typically a mentor or senior operator. This one-on-one evaluation includes in-service training hours on actual transit routes.

It also provides the cadet with an opportunity to demonstrate his or her ability to assist persons with disabilities and mobility devices. A final evaluation is made by the cadet trainer after the Cadet-in-Review modules have been completed. Only those cadets who successfully pass this final stage of training are qualified participate in this process.

Included as an Attachment to this document is First Transit's **Driver Training Manual** table of contents. Because of the proprietary nature of the training manuals, we will provide WMATA full copies upon contract award. On the following page is our curriculum training table reflecting the hours of paratransit training for **new drivers** in the WMATA project.

New Hire		
Classroom Training Hours	**DVD / Video**	**Hrs**
First Transit - Introduction		
Company Policies and Procedures (includes driver conduct and sexual harassment)	Welcome to FT	1.00
IP and Risk Assessment		1.00
TSI - Substance Abuse		1.00
FT - Basics of Safety	Basics of Safety	1.00
TSI - First Transit Defensive Driving / Smith System	Green Smith System Binder The Driver's EDGE video On the Streets Smith System Too Close For Comfort	4.00
TSI - Pre-Trip Inspection / FT-DVI Location Procedures/ Vehicle Operation/Vehicle Code	Pre-Trip Introduction	0.50
TSI Customer Service / Passenger Relations		1.00
TSI - ADA Requirements	Blood Borne Pathogens	1.00
TSI - Assistance Guideline for Elderly & Disabled Passengers (Passenger Assistance Techniques-Hands-on)		3.00
First Aid & CPR		4.00
NTI - Security Awareness	Warning Signs video & Tri-fold Pamphlet	0.50
TSI - Emergency Procedures	Disabled Vehicles	1.00
Fare Media and Structure		1.00
Policies & Procedures / WMATA		4.00
Map Book /Manifests/MDCs		2.00
FT - Communication Use & Operation		0.50
Safe Work Methods		0.50
Hazard Communications		0.50
SSSP Final		0.50
Total Classroom Hours		**28.0**

Behind the Wheel	**Hrs**
Pre-trip Inspection/Brake use	1.00
Steering	0.50
Turns / Intersections / Rock and Roll	2.00
Backing	0.50
Lane Change	2.00
Service Stops/Passenger Pick Up	2.00
Closed Course Hours	**8.00**
Road Work (1 on 1)	**Hrs**
Pre-trip Inspection	1.00
Smith System DDC	4.00
Turns / Intersections	2.00
Backing	1.00
Lane Change	1.00
Local/Specialized Area Driving	2.00
Final Evaluation	1.00
1 on 1 Hours	**12.00**
Local/Specialized Area Driving(Group Work)	**Hrs**
Service Familiarization - Day 2	**8.00**
Total Road Work Hours	**28.00**
In-Service Cadet Hours	40.00
Total BTW	**68.00**

Driver Re-Training Programs

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

Re-training modules ensure that our drivers are up to date on the standards, expectations, and legal requirements imposed by First Transit, our clients, and federal, state, and local entities.

Our trainers and 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 twelve (12) safety meetings annually. These meetings are at least one hour. Monthly, our corporate safety team provides our locations with the safety topic, safety posters, and a training DVD to use at the meeting.

Safety Meeting attendance is a condition of employment and is mandatory for all Operators, Management, Operational staff, and Maintenance personnel and is documented with a sign-in sheet. We hold several safety meetings in our larger operations to ensure all employees have the opportunity to be part of this important monthly event.

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

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.

Refresher Training

Refresher Training Program helps correct specific performance or behavioral issues that may arise. This training is carried out by one of our TSI-Certified supervisors.

An employee involved in a preventable injury or collision will be placed on administrative leave pending completion of the investigation and completion of any required retraining. We consider the operator's contribution to the cause of the injury or collision in disciplinary action.

Refresher training modules are customized to meet the individual needs of the operator. After training, the operator will be tested, and they can return to providing service if they score 70% or better.

Supervisors will continue to evaluate drivers through regular on-board ride checks. One-on-one reviews are then conducted between the driver and supervisor to establish a continuous improvement action plan and further skill development, as needed.

In the case of collision retraining, First Transit follows the following discipline chart:

Preventable Collision	Documented Corrective Action	Collision Retraining*	1-5 Day Suspension	2-10 Suspension	Termination
1st preventable in 12 mos	X	X			
2nd preventable in 12 mos	X				X
3rd preventable in 36 mos	X				X
2nd preventable in 24 mos	X	X	X		
3rd preventable in 24 mos	X				X
Rear end collision	X	X	X	X	X
Mobility Device policy violation	X				X

* Minimum 2 hours retraining – 1 hr classroom, 1 hr BTW

Technician Training

Along with the maintenance technician training program, our technicians will be trained on vehicle orientation, defensive driving, accidents and vehicle emergency procedures.

Route Coverage in the Field

Please describe your plan to provide coverage of all routes with the field staff proposed.

After review of the road supervisor schedule, we did add 2 additional road supervisors, bringing the total to 8.

As you can see below, this level allows First Transit to have 3 road supervisors during the peak periods.

Road Supervisors Schedule (Example Only – May be modified at a later date)							
Position	**Sunday**	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
RS 1	400a to 100p	400a to 100p	400a to 100p	400a to 100p	400a to 100p	OFF	OFF
RS 2	430a to 130p	430a to 130p	430a to 130p	OFF	OFF	430a to 130p	430a to 130p
RS 3	1230p to 930p	OFF	OFF	1230p to 930p	1230p to 930p	1230p to 930p	1230p to 930p
RS 4	100p to 1000p	100p to 1000p	100p to 1000p	OFF	OFF	100p to 1000p	100p to 1000p
RS 5	930p to 630a	OFF	930p to 630a	930p to 630a	930p to 630a	930p to 630a	OFF
RS 6	OFF	930p to 630a	OFF	430a to 130p	430a to 130p	400a to 100p	400a to 100p
RS 7	OFF	1230p to 930p	1230p to 930p	100p to 1000p	100p to 1000p	OFF	930p to 630a
RS 8	OFF	630a to 1030a 200p to 600p	630a to 1030a 200p to 600p	630a to 1030a 200p to 600p	630a to 1030a 200p to 600p	630a to 1030a 200p to 600p	OFF

Daily Coverage						
12:00 AM						
12:30 AM						
1:00 AM						
1:30 AM						
2:00 AM						
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12:00 AM						

Handling IT-Related Issues

You do not propose an IT Director or Administrator. How will you handle IT related issues?

On site IT support will be provided by our national IT partner, CompuCom, through their local regional office in the District of Columbia. Personnel from CompuCom will be onsite as needed **24/7, 365 days per year**, to immediately resolve any IT related issue that our local WMATA operation team may experience. In addition, First Transit will provide regional, local and national IT support to help manage any IT related issues, installations and preventive maintenance. First Transit has a 24-hour IT service helpdesk that will provide immediate support for all of operational service units. At the regional level, our WMATA Team will be supported by a Regional Director of IT that will be available to support all on premises IT Issues.

Satellite Parking Facilities

How do the "park-out" locations work operationally? Where else is this concept done? What is the effect on fueling and maintenance operations?

As noted in our proposal we do not anticipate utilizing Satellite Parking Facilities at the 35% or less service level. For purpose of clarification term "Park-Out" used in our Proposal refers to Satellite Parking Facilities.

Staffing Plan at 35% Service

Please submit a 35% of Service Staffing Plan. Also, please provide updated pricing based on this service level, including detailed sheets.

Position	Number	Responsibilities of Each Job Category
Administration, Operations, and Training / Safety		
[redacted] General Manager	1	Responsible for the complete oversight of operations, maintenance, safety and administrative duties at the project, assuming there are multiple operating locations. Serve as the primary liaison with customer; provide leadership and support for all project personnel; maintain a strong safety culture and encourage continuous improvement in transit services.

[redacted] Operations Manager	1	Key responsibility is for the quality of safe service delivery, and efficiency. Ensures that personnel and drivers maintain their focus on the customers, and have the resources needed to deliver excellent service. Accident investigation and reporting.
Safety and Training Manager	1	Oversees the location's risk management, safety culture, employee training, and light duty program. Investigates accidents and retraining programs, and will champion the Transit Ambassador customer service and quality assurance program
Employee & Customer Relations Manager	1	Leads internal outreach for customer service and employee relations, primarily through operational improvements to provide high quality.
DriveCam Manager	1	Oversight and management of the Drivecam system to ensure proper usage and follow-up
Accounting Manager	1	Responsible for financial compliance and management for the contract, including oversight of payroll, A/R and A/P, Fare reconciliation and all things financial.
Human Resources Manager	1	Supervise all human resource aspects of the contract, to including recruiting and associated paperwork, benefits, and employee relations.
Window Dispatcher	7 FTE	Manages daily service by ensuring on-time performance of bus operators from the check-in process, continual service monitoring utilizing scheduling system in conjunction with call center direction; Maintain excellent service through immediate response to operational issues, Employ superior communication with WMATA, the call center, taxi providers, and employees.
Road Supervisors	8 FTE	Assist with safety administration and enforcement, and ongoing training to support our Drivers in their mission to provide clients with the best possible service. Work with QA supervisors and Call Center direction as needed.
Paratransit Drivers	335 FTE	Based on 35% service, acts as primary passenger relations contact; performs runs as scheduled; assists passengers as needed; and completes pre-trip/post-trip vehicle inspections.
Driver Trainers	3	Performs classroom training, documents each employee's training program, and assists with recruiting and hiring, BTW training, and follow up training.
Administrative Clerk	1	Prepares daily reconciliation reports on manifests, tickets, hours, and Trapeze reports
HR Clerk	1	Assist HR Manager in all HR aspects, with special focus on recruitment.
Finance Clerk	1	Assist Accounting Manager on assigned duties, with special focus on reporting and invoicing.
Reconcilliationists	3	Manage the manifest reconciliation process utilizing window dispatchers, with direct responsibility of following internal company cash handling procedures regarding fares.

Vehicle Maintenance		
[redacted] Maintenance Manager	1	Key responsibility is for the quality and efficiency of maintenance. Ensures the vehicles are safe and well maintained so that our operators can deliver quality service to the customers. Schedules and administers fleet maintenance, assists in troubleshooting problems with equipment. Communicates availability of vehicles for service with dispatch and other operations personnel. Ensures that maintenance technicians are trained on current operating procedures, are properly equipped, and motivated so that the maintenance program can be accomplished in a safe, timely and cost effective manner.
Lead Technicians	3	Supervises the maintenance and repairs of vehicles, other vehicles and equipment to contract requirements in branch. Schedules and administers fleet maintenance, assists in troubleshooting problems with equipment. Communicates availability of vehicles for service with dispatch and other operations personnel. Ensures that maintenance technicians are trained on current operating procedures, are properly equipped, and motivated so that the maintenance program can be accomplished in a safe, timely and cost effective manner.
A Level Mechanics	4	Identify and resolves mechanical issues. Perform safety inspections and ensure vehicles are in good repair in accordance with manufacturer, client, and First Transit standards.
B Level Mechanics	3	Preventative maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems.
C Level Mechanics	4	General preventative maintenance including tire repair and replacement, lube/oil/filter servicing, brake jobs and general minor maintenance repairs. This position may also include fueling responsibilities and assisting with inventory control.
Service Island Attendants	3	Ensures correct recording of fuel consumption, fluids, mileage, vehicle condition
* Interior Cleaning Coordinator	2	In addition to our 3rd party SBE vehicle cleaners, internal cleaning will be checked by in-house employees to ensure high quality.
Parts Clerk	1	Responsible for management of parts room, including proprietary maintenance systems.

* First Transit will subcontract out vehicle washing and facility cleaning to Spectrum Cleaning, a WMATA-approved SBE vehicle and facility cleaning company. The

CORE: 1 NAME Employee Training	SECTION: 0 DESCRIPTION TABLE OF CONTENTS
EFFECTIVE DATE: (04/01/2008)	REVISION DATE: (09/30/08) Page 1 of 3

Most driver applicants come to First Transit with no experience. They lack the knowledge and skills necessary to safely drive a bus. Even those who do have experience lack the level of sophistication required at First Transit. Our Driver Education and Training Process is a highly regimented professional development course built around curriculum featuring learning opportunities in two major domains:

1. Knowledge (education)
2. Skills (training)

Various delivery mechanisms such as classroom, multimedia presentations, closed course, observation and behind-the-wheel skills building are used to support the learning process.

You can find all of these programs and materials on the Safety Recourse Center in CORE 3.

CORE 3

CORE	Section	Sub	EMPLOYEE TRAINING
3	1		**Introduction**
3	2		**Definitions**
3	3		**Course Preparation and Materials**
3	4		**Training**
3		4.1	**Operator / Maintenance**
3		4.1.1	Proficiency Workbook Instructions
3		4.1.2	New Hire - White Proficiency Workbook
3		4.1.3	Like or Existing - Red Proficiency Workbook
3		4.1.4	Unlike - Blue Proficiency Workbook
3		4.1.5	Maintenance - Green Proficiency Workbook
3		4.2	**Classroom**
3		4.2.1	**Classroom Manual**
3			Chapter 01 - Introduction Policy & Procedures
3			Chapter 02 - Substance Abuse
3			Chapter 03 - Basics of Safety
3			Chapter 04 - Defensive Driving
3			Chapter 05 - Customer Service & Passenger Relations (Fixed)
3			Chapter 05 - Customer Service & Passenger Relations (Para)
3			Chapter 06 - Customer Service - Assistance Guidelines (Fixed)
3			Chapter 06 - Customer Service - Assistance Guidelines (Para)
3			Chapter 07 - ADA (Fixed)
3			Chapter 07 - ADA (Para)

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3			Chapter 08 - PreTrip Inspection (Fixed)
3			Chapter 08 - PreTrip Inspection (Para)
3			Chapter 09 - Driver Vehicle Inspection Procedures
3			Chapter 10 - Communications
3			Chapter 11 - Emergency Management
3			Chapter 12 - Required Paperwork
3			Chapter 13 - Security Awareness
3			Chapter 14 - Map Reading
3			Chapter 15 - Code of Conduct
3			Chapter 16 - Contract Specific
3			Fundamental Safety Principals Questionnaire
3			Fundamental Safety Principals Answer Key
3		4.3	**Behind The Wheel**
3		4.3.1	Closed Course
3		4.3.2	Road Work
3		4.3.3	Cadet
3		4.4	**OSHA - - UNDER CONSTRUCTION**
3		4.5	**Staff**
3		4.5.1	Safety Leadership
3		4.5.2	Reasonable Suspicion
3		4.5.3	Supervisor's Report of Reasonable Suspicion
3		4.5.4	Code of Conduct -- UNDER CONSTRUCTION
3		4.5.5	Dispatchers Manual
3		4.5.6	Road Supervisor Manual
3		4.5.7	Both Dispatcher and Road Supervisor Manual
3		4.5.8	Customer Service PowerPoint
3		4.5.9	OSHA Requirements - UNDER CONSTRUCTION
3		4.5.10	Injury & Illness Prevention Program - CA Only
3		4.5.11	Hazard Abatement FORM - CA Only
3		4.5.12	Instructor Certification Process (ICP) Guide
3	5		**Evaluations**
3		5.1	Final Evaluation
3		5.2	Annual Evaluation Ride-Along
3		5.3	Unobserved Evaluations
3		5.4	Unobserved Evaluation FORM
3	6		**On-Going Training**
3		6.1	Safety Meetings
3		6.2	Documentation (Sign-in Sheet)
3		6.3	Sign-in Sheet FORM

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3	7		**Retraining**
3		7.1	Classroom and BTW
3		7.2	Recommended Retraining FORM
3	8		**Documentation / Data Entry SSSP Credentials**
3	9		**Certification**
3		9.1	Securement Systems Training Certificate
3		9.2	Defensive Driving Certificate
3		9.3	Required Hours of Training Certificate
3	10		**Safety Awareness Programs**
3		10.1	World Class Safety
3		10.2	World Class Safety Booklet
3		10.3	IP Intro for Employees (PowerPoint)
3		10.4	IP Intro for Managers (PowerPoint)
3	11		**Drivers Operations Handbook - UNDER CONSTRUCTION**
3		11.1	Drivers Operators Handbook for Printing

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[redacted]

From: [redacted]
Sent: Monday, February 11, 2013 6:17 PM
To: [redacted]
Cc:

Subject: CQ12169/KAM
Attachments: First Transit Questions 2-12-13.docx

The attached is the list of questions we would like to discuss during tomorrow's conference call.

[redacted]

From: [redacted]@firstgroup.com]
Sent: Monday, February 11, 2013 6:23 PM
To: [redacted]
Cc:
Subject: Re: CQ12169/KAM

Hello [redacted]

Listed below are the dial numbers for our 2:00 pm Eastern conference call tomorrow:

Conf. Call # [redacted]
Code [redacted]

If you have any additional questions please call, [redacted]

Thanks

[redacted]
First Transit

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----
From: [redacted]@wmata.com>
Date: Mon, Feb 11, 2013 6:06 pm
Subject: CQ12169/KAM
To: [redacted]@firstgroup.com>
Cc: [redacted]@firstgroup.com>, [redacted]@firstgroup.com>, [redacted]@firstgroup.com>, [redacted]@wmata.com>

Thank you for responding. Please provide a conference call bridge line to [redacted] ASAP.

From: [redacted]@firstgroup.com]
Sent: Monday, February 11, 2013 4:10 PM
To: [redacted]
Cc:
Subject: RE: CQ12169/KAM

Hello [redacted]

I hope all is well! We are available for a call tomorrow at 2:00PM, but our request would be to do a phone conference, because members of our Team are all traveling with limited access to video conference capabilities. Can you please send topic of discussion and names of WMATA Team members that will be on the call? If you need for us to provide conference call bridge line, I can arrange? If you need any additional information or have questions please call, [redacted]

Thank You

[redacted]
Director of Business Development

First Transit, Inc.
8101 Hampton Meadows Lane
Chesterfield, Virginia 23832
[redacted]
[redacted]@firstgroup.com

From: [redacted]@wmata.com]
Sent: Monday, February 11, 2013 3:39 PM
To: [redacted]
Subject: CQ12169/KAM

Good Afternoon [redacted]

WMATA would like to have discussion with you on Tuesday, February 12th at 2:00 P.M., via video conference. A time of approximately one hour is available for this meeting. Please advise by 9:00 A.M. tomorrow, if you will be available on the date and time requested. Also, please provide the name and number of the contact person to set up the video. If you do not have video capability, then phone conference is acceptable.

The topic will be provided following confirmation of your availability.

Incident Frequency (Total) and Incident Frequency (Preventable) Clarification

12.2 Performance Standards Matrix Summary

Item #	Measure	Standard	Incentive	Liquidated Damages
13	Incident Frequency (Total)	2.5 per 100K dedicated service miles (Zero is goal)	< 2.5 per 100K dedicated service miles Service Delivery: Contractors who achieve the goal will receive the $30,000 incentive.	
14	Incident Frequency (Preventable)	2.00 per 100K dedicated service miles (Zero is goal)		> 2.0 per 100K dedicated service miles Service Delivery: Contractors who do not meet the minimum standard will be charged the $30,000 liquidated damages.

12.3.13 Incident Frequency (Total)

The performance goal for Incident Frequency is zero. The measure is to be calculated as total incidents, multiplied by 100,000, divided by dedicated service miles, rounded to two (2) decimal places. Each contractor will be evaluated individually. Incident counts are to include those incidents incurred by taxi subcontractors, however taxi service miles will not be included in the calculation.

All incidents are to be reported to WMATA, but incidents not resulting in vehicle damage, property damage, or injury will not be counted towards the incident frequency performance goal.

Should the contractor's total incident frequency for a month be less than 2.50 per 100,000 dedicated service miles, the contractor will receive the $30,000 incentive.

There are no liquidated damages for incident frequency because it includes non-preventable incidents.

12.3.14 Preventable Incident Frequency

The performance goal for Preventable Incident Frequency is zero. The measure is to be calculated as preventable incidents, multiplied by 100,000, divided by dedicated service miles, rounded to two (2) decimal places. Each contractor will be evaluated individually. Incident counts are to include those incidents incurred by taxi subcontractors, however taxi service miles will not be included in the calculation.

All incidents are to be reported to WMATA, but incidents not resulting in vehicle damage, property damage, or injury will not be counted towards the preventable incident frequency performance goal.

Should the contractor's preventable incident frequency for a month be 2.00 per 100,000 dedicated service miles or greater, the contractor will be charged the $30,000 liquidated damages.

There is no incentive for preventable incident frequency.

Headcount and Full-Time vs. Part-Time Breakout by Provider

Headcount by Provider		
	Drivers	Staff
Beltsville	172	26
Capitol Heights	401	59
Challenger	220	25
Chantilly	112	9
Diamond	117	12
Call Center	0	294
	1,022	425
Total Headcount	1,447	

FTE vs. PTE by Provider		
	FTE	PTE
Beltsville	196	2
Capitol Heights	453	7
Challenger	230	15
Chantilly	120	1
Diamond	129	0
Call Center	290	4

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, N.W., Washington DC 20001

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE
AM 007	August 8, 2012

3. ISSUED BY PURCHASING SECTION [redacted]
Office of Procurement & Materials
600 Fifth Street, N.W.
Washington, DC 20001
[redacted]@wmata.com

4. ADMINISTERED BY (If other than block 3)

5. CONTRACTOR
NAME AND ADDRESS
First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202
(Street, city, county, state, and Zip Code)

6. FORM TYPE
(Check only one)
☒ AMENDMENT OF SOLICITATION NO. RFP CQ12169/KAM
DATE June 1, 2012 (See block 7)
☐ MODIFICATION OF CONTRACT/ORDER NO. _____
DATE _____ (See block 9)

7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning 1 copy of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

8. ACCOUNTING AND APPROPRIATION DATA (If required)

9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 10 are made to the above numbered contract/order.

(b) ☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.

(c) ☐ This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 10.

10. DESCRIPTION OF AMENDMENT/MODIFICATION:
The Following Change is Made to RFP CQ12169/KAM:

A. Proposals for Volumes I, II and III must be submitted with each Volume in separate three (3) ring binder(s).
B. Proposals for Volumes I, II and III must also be submitted electronically.

-END OF AMENDMENT 007-

Except as provided herein, all terms and conditions of the document referenced in block 9 as heretofore changed, remain unchanged and in full force and effect

11. ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS AMENDMENT AND RETURN 1 COPY TO ISSUING OFFICE WITH PROPOSAL.	☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT

12. NAME OF CONTRACTOR/OFFICE First Transit, Inc.
BY [redacted]
(Signature of person authorized to sign)

15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
BY [redacted]

13. NAME AND TITLE OF SIGNER (Type or print) [redacted] Senior Vice President
14. DATE SIGNED 8/17/12
16. NAME OF CONTRACTING OFFICER (Type or print) [redacted]
17. DATE SIGNED 8/8/12

Delaware

The First State

I, [redacted] SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FIRST TRANSIT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

[redacted]

0727905 8300

120038343

You may verify this certificate online at corp.delaware.gov/authver.shtml

AUTHENTICATION: 9291122

DATE: 01-11-12

FIRST TRANSIT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

I, [redacted] the duly authorized Assistant Secretary of First Transit, Inc., (the "Corporation"), certify that [redacted] Senior Vice President of Business Development, of this Corporation is hereby authorized to execute, sign, deliver such documents, and transact any such business necessary with the Washington Metropolitan Area Transit Authority and the MetroAccess Paratransit Service for Maryland, Virginia and the District of Columbia in the name and on behalf of said company, and affix its corporate seal hereto.

Dated: August 20, 2012

Corporate Seal

[redacted]

Assistant Secretary
First Transit, Inc.

STATE OF OHIO)
)
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared [redacted], who executed the foregoing Assistant Secretary's Certificate and acknowledged the signing thereof to be his voluntary act for the uses and purpose therein contained.

IN TESTIMONY WHEREOF, I have signed and affixed my seal to the Assistant Secretary's Certificate the 20th day of August, 2012.

[redacted]

Notary Public

NOTARY PUBLIC
STATE OF OHIO

[redacted]

FIRST TRANSIT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

I, [redacted] the duly authorized Assistant Secretary of First Transit, Inc., (the "Corporation"), certify that [redacted] President, of this Corporation is hereby authorized to execute, sign, deliver such documents, and transact any such business necessary with the Washington Metropolitan Area Transit Authority and the MetroAccess Paratransit Service for Maryland, Virginia and the District of Columbia in the name and on behalf of said company, and affix its corporate seal hereto.

Dated: August 20, 2012

[redacted]

Corporate Seal

Assistant Secretary
First Transit, Inc.

STATE OF OHIO)
)
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared [redacted], who executed the foregoing Assistant Secretary's Certificate and acknowledged the signing thereof to be his voluntary act for the uses and purpose therein contained.

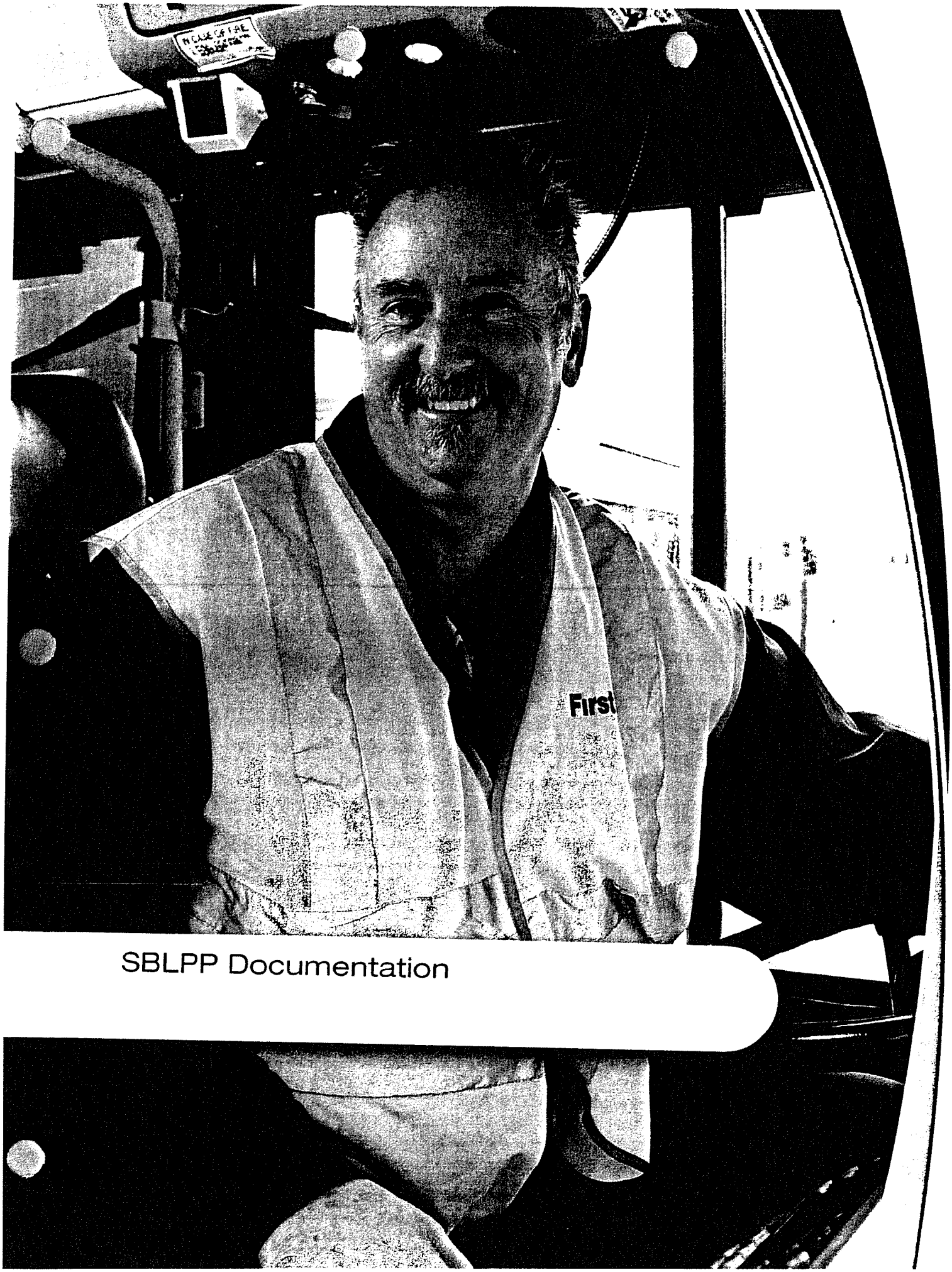
IN TESTIMONY WHEREOF, I have signed and affixed my seal to the Assistant Secretary's Certificate the 20th day of August, 2012.

[redacted]

Notary Public

NOTARY PUBLIC STATE OF OHIO

[redacted]



SBLPP Documentation

METROPOLITAN WASHINGTON
UNIFIED CERTIFICATION PROGRAM

WMATA ▪ 600 Fifth Street, NW ▪ Washington, D.C. 20001 ▪ [redacted]
DC DOT ▪ 2000 Fourteenth Street, NW, 6th Floor ▪ Washington, D.C. 20009 ▪ [redacted]

District Department of Transportation

October 21, 2009

[redacted] President
Star Associates, Inc.
12 West Montgomery Street
Baltimore, Maryland 21230

RE: DBE Re-Evaluation No. 775
Expiration Date: October 31, 2012

Dear [redacted]

Your firm's Application for Certification/ as a Disadvantaged Business Enterprise (DBE) with the **Metropolitan Washington Unified Certification Program (MWUCP) has been approved. Your firm shall be subject to the requirements of the DBE program regulations, *Title 49, Code of Federal Regulations, Part 26, as amended* and all laws of this jurisdiction applicable to the transaction of business.** Your firm is eligible to participate as a DBE on MWUCP's[1] federally-assisted transportation projects for business activity described under the following list of approved NAICS Codes.

NAICS Code 485991 – Special Needs Transportation
NAICS Code 485999 – All Other Transit and Ground Passenger Transportation
NAICS Code 611710 – Educational Support Services

Firms desiring information about DDOT procurement opportunities should go on line at http://dbe.ddot.dc.gov. To do business with WMATA, go on line at www.wmata.com or www.metroopensdoors.com to register as a vendor for bidding opportunities.

[1] MWUCP participants include the Metropolitan Washington Area Transit Authority (WMATA) and the District of Columbia Depar
tment of Transportation (DDOT).

METROPOLITAN WASHINGTON
UNIFIED CERTIFICATION PROGRAM

November 16, 2009

[redacted] President
Spectrum Associates, Inc.
601 Pennsylvania Avenue, Suite 900
Washington, D.C. 20004

RE: DBE Certification No. 1473
Expiration Date: November 30, 2012

Dear [redacted]

Your firm's Application for Certification/ as a Disadvantaged Business Enterprise (DBE) with the **Metropolitan Washington Unified Certification Program (MWUCP) has been approved. Your firm shall be subject to the requirements of the DBE program regulations, *Title 49, Code of Federal Regulations, Part 26, as amended* and all laws of this jurisdiction applicable to the transaction of business.** Your firm is eligible to participate as a DBE on MWUCP's[1] federally-assisted transportation projects for business activity described under the following list of approved NAICS Codes.

NAICS Code 541614 – Process, Physical Distribution and Logistics Consulting Services
NAICS Code 561612 – Security Guards and Patrol Services
NAICS Code 561720 – Janitorial Services
NAICS Code 561790 – Other Services To Buildings and Dwellings

Firms desiring information about DDOT procurement opportunities should go on line at http://dbe.ddot.dc.gov. To do business with WMATA, go on line at www.wmata.com or www.metroopensdoors.com to register as a vendor for bidding opportunities.

[1] MWUCP participants include the Metropolitan Washington Area Transit Authority (WMATA) and the District of Columbia Department of Transportation (DDOT).

Attached is documentation certifying that Heritage Treasures is a WMATA-Certified SMLPP business.

From: [redacted]
To:
Subject: Fwd: [FWD: RE: WMATA"s Small Business and Local Preference Program]
Date: Wednesday, August 22, 2012 2:04:00 PM

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----
From: [redacted]@htprintables.com" <[redacted]@htprintables.com>
Date: Wed, Aug 22, 2012 1:00 pm
Subject: [FWD: RE: WMATA's Small Business and Local Preference Program]
To: [redacted]@firstgroup.com>

Good afternoon [redacted]

Please see email below regarding certification. Please let me know if you need anything additional.

Best regards,

[redacted]

-------- Original Message --------
Subject: RE: WMATA's Small Business and Local Preference Program
From: [redacted]@wmata.com>
Date: Wed, August 22, 2012 7:25 am
To: [redacted]@htprintables.com" [redacted]@htprintables.com>

The attached (below) email is proof that you are a WMATA self-certified and approved SBLPP participant. This is the document.

[redacted]
Coordinator, Small Business & Local Preference Program
Office of Procurement & Materials
Department of Financial Services
Washington Metropolitan Area Transit Authority
600 - Fifth Street, NW, Room 3B-14
Washington, DC 20001
Telephone: [redacted] Fax: [redacted]
eMail: [redacted]@wmata.com
"Moving Small Businesses in the Right Direction"

From: [redacted]@htprintables.com [mailto[redacted]@htprintables.com]
Sent: Tuesday, August 21, 2012 12:04 PM
To: [redacted]
Subject: RE: WMATA's Small Business and Local Preference Program
Importance: High

Insurance Certificate

Not applicable.

First Transit's answer to this question does not require any additional documentation.

J.P.Morgan

[redacted]

June 26, 2012

To Whom It May Concern:

We are writing you at the request of First Transit Inc., an affiliate of First Group Americas Inc. ("First Group").

First Group and its affiliated companies, including First Transit Inc. maintain a banking relationship with JPMorgan Chase Bank, N.A. (the "Bank"). This valued relationship dates back over 9 years when First Group opened their account with us.

The Bank extends credit to First Group and is pleased to confirm that our dealings and experience with the First Group organization are conducted in an entirely satisfactory manner.

First Group has maintained a low 8 figure balance with us.

We trust this information is sufficient for your purposes.

Yours truly,

[redacted]

The information in this letter is provided as an accommodation to the inquirer. This letter and any information provided in connection therewith is furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection herewith shall attach to this Bank or any of its officers, employees or agents, that this letter makes no representations regarding the general condition of the subject, its management, or its future ability to meet its obligations, and that any information provided is subject to change without notice.

FirstGroup America, Inc.

Report and Financial Statements

31 March 2012

FirstGroup America, Inc.

Report and financial statements 2012

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FirstGroup America, Inc.

Report and financial statements 2012

Officers and professional advisers

Directors

[redacted]

Secretary

[redacted]

Registered Office

2711 Centerville
Suite 400
Wilmington
Delaware
19808

Bankers

JP Morgan Chase
New York

Solicitors

[redacted]
Cincinnati

Auditors

Deloitte LLP
Chartered Accountants
London, United Kingdom

FirstGroup America, Inc.

Directors' report

The directors present their annual report and the non-statutory audited financial statements for the year ended 31 March 2012. The figures for the year to 31 March 2012 include the results of the business for the 53 weeks ended 31 March 2012. The figures for the year to 31 March 2011 include the results for the 52 weeks ended 26 March 2011.

Principal activities

The principal activity of FirstGroup America and its subsidiaries (the "Group") is the provision of passenger transport services.

Review of the business

Headquartered in Cincinnati, Ohio, our three operations are spread across North America.

Results

In North America the Group has three operating divisions: Yellow School Buses (First Student), Transit Contracting, Management and Vehicle Fleet Maintenance Services (First Transit) and intercity coach services (Greyhound). Headquartered in Cincinnati, FirstGroup America Inc. operates across the US and Canada. Revenue from our three businesses of Student, Transit and Greyhound was $4,789.8 m (2011: $4,664.3m). Operating profit before amortization expense, profit/ (loss) on disposal of assets and non-recurring items decreased to $339.6m (2011: $352.0m) representing a decrease of 3.5%. There were $nil m (2011: $87.7m) of non-recurring items, detailed in note 5. The prior year charge primarily represented costs in respect of restructuring in First Student and the Diego Garcia contract in First Transit.

First Student

First Student is the largest provider of student transportation in North America with a fleet of approximately 57,000 yellow school buses, carrying some 5.25 million students every day across the US and Canada. With government mandates for schools to provide transportation for students, contracts are typically between three and five years.

Our plan to address performance and strengthen the operating model is delivering in line with our expectations and we are pleased with the good progress made so far. The annual cost savings as a result of our recovery plan are now expected to be around $100m, exceeding our original target of $65m per annum.

Trading has developed in line with our expectations with revenue of $2,488.7m (2011: $2, 467.3m), an increase of 0.9%. Adjusting for the extra week revenues were reduced by 1.3% year on year. Operating profit was $169.5m (2011: $200.2m). The reduction in operating profit included additional one-time costs including, as anticipated, a field management coaching programme supporting the good momentum in the recovery plan. The operating margin in the second half of the year was 11.5% compared with 11.4% for the corresponding period last year, indicating a stabilisation in line with our expectations.

Pressure on school board budgets continues to present challenges although we are encouraged by signs of wider economic recovery in the US. During the current bid season we have continued to see more rational bidding behaviour in the marketplace. Our strategy to strengthen our commercial team, focus on contract retention and reduce contract churn in our portfolio continues to deliver a performance in line with our plan and we are on track to achieve our target retention rate of over 90%.

During the year we started new contracts to operate more than 1,000 buses, one third of which came from conversions, where operations are transferred to the outsourced market for the first time. Conversion interest continues to increase during the current bid season and we are seeing record levels of activity. However, as the pace of conversions industry-wide remains slow, we continue to focus our activity in those areas where there is greatest potential.

As part of the recovery programme we have introduced improvements in working practices and culture across many areas of the business, helping us to deliver on our objectives and embed a standard way of operating across our business. As we harmonise best practices across almost 600 locations we are delivering a more agile and sustainable operating model. We have removed a layer of organisational management, providing closer links between the local operations and central management team, and continue to streamline systems to reduce bureaucracy. Through this period of change we were pleased to receive a record number of responses to our annual customer survey with an increase in overall satisfaction scores.

Directors' report

First Student (continued)

A key goal within our transformation of the business is the improvement in labour productivity. Across all our locations we are driving full adoption of a range of initiatives to ensure greater efficiency, accuracy and fairness. For example, applying best practices to the pre-trip inspections performed by drivers has reduced time taken and saved on average five minutes per driver, per location, per day throughout the business, achieving a cost reduction of $2m for each minute saved.

We have enhanced our FOCUS software system to enable greater productivity savings. This proprietary system, which links on-board data with engineering, payroll and back office systems, allows us to manage standard driving hours more accurately as well as eliminate excess miles and reduce non-driving time. We will also be utilising GPS software to help us to encourage improved driving behaviour and practices; reduce fuel usage and provide customers with direct access to real time information and performance metrics.

We are also driving efficiency improvements across the business. In the key areas of engineering and maintenance we have worked with our technicians to reorganise our workshop layouts for maximum efficiency. Two lean reference workshops have now been created in each of our operating regions with training to support a unified direction with more efficient and consistent practices. As a result we are now saving on average 12 minutes per preventative maintenance inspection, of which we perform over 200,000 a year. Initiatives such as lean practices will increase our productivity by more than 10% and our best performing locations have demonstrated that these types of improvements are capable of producing ongoing cost efficiencies.

First Student is now positioned to leverage its scale as the market leader. Our recovery programme is restoring performance and is demonstrating marked improvement across many areas. There is some way to go but our steady progress, consistent with our plan, gives us confidence that we will create a sustainable competitive advantage for the future.

First Transit

Our First Transit business has developed in line with our expectations. During the period, revenue increased by 3.6% to $1,242.6m (2011: $1,199.0m). Operating profit (before amortization expense and non-recurring items) was $89.1m (2011: $89.4m).

First Transit continues to develop in line with our expectations. Revenue was $1,242.6m (2011: $1,199.0m), an increase of 3.6%. Adjusting for the extra week revenues were up 2.0% year on year. Operating profit was $89.1m (2011: $89.5m). During the year we invested in DriveCam technology which will allow us to offer customers a system to manage their fleets more efficiently.

With typically low capital investment required, this business depends on established credibility and a solid track record. We have successfully demonstrated our strong credentials in this market which has helped us succeed in working collaboratively with our customers to help improve their transport offering. We have a solid core of experienced transport managers with an unrivalled reputation for professionalism and innovation.

First Transit is the leading operator in its field and we operate a wide and diverse mix of different size and types of transport services across approximately 360 different contracts. In each of the core business segments – fixed route, paratransit, shuttle, transport call centres and municipal fleet maintenance services – we are the largest, or near largest, operator and consequently are able to bring to bear our scale and expertise to clients looking for transport solutions. We continue to seek out and stimulate further conversion opportunities and actively encourage and promote outsourcing by demonstrating the benefits of partnership and the range of solutions we can offer prospective clients.

During the year we continued to win new business including contracts to provide fixed route services for Foothill Transit in Arcadia, California; services in Fort Bend County, Texas and the city of Rochester, Minnesota. We were also awarded contracts to provide paratransit services in Louisville, Kentucky, in Yamhill County, Oregon and in Hunterdon County, New Jersey.

Directors' report

First Transit (continued)

Our shuttle bus business delivered a strong performance during the year and we were awarded the contract for the consolidated rental car centre at Chicago's Midway Airport. We continue to be the largest provider of university shuttle bus services and during the year extended our portfolio with new business added for universities including Yale, Southern Connecticut State and Kennesaw State. We also continue to pursue further growth in the transportation call centre market and were pleased to be awarded contracts in Colorado, Louisiana and Illinois during the year.

We have been able to successfully utilise our reputation and strong client relationships in one area of First Transit to win business for another. For example we were able to expand our vehicle maintenance work with the Williamsburg Area Transit Authority in Virginia through cross marketing our fixed route and fleet maintenance expertise.

Similarly in Fort McMurray, Alberta, our expertise and flexibility were the primary reasons we were initially awarded a contract to provide transportation during the first construction phase of a large industrial complex. Since then we have built on our strong business relationships in the area to complement this work as well as add several other oil industry related transportation contracts.

First Transit continues to develop opportunities that enable our clients to become as efficient as possible. We have partnered with DriveCam to implement their innovative product across a number of locations. By combining video data with real-time driver feedback this gives our customers access to information that can help to manage their fleet more effectively, improve fuel efficiency and lower emissions.

Greyhound

Greyhound is an iconic business that is synonymous with affordable long-distance travel.

We are delivering strong growth and improved performance, as a result of the actions we took to reform the operating model and transform the business, with operating profit that has more than doubled over the last two years.

Revenue was $1,049.3m (2011: $985.0m), an increase of 6.5%. Like-for-like revenue growth for the year was 4.1%. Operating profit was $81.0m (2011: $62.4m), an increase of 30%. Encouraging passenger revenue growth, including the successful expansion of Greyhound Express, supported the improvement in operating profit which was partly offset by higher fuel costs during the year.

The most significant development for Greyhound in recent times is the launch of Greyhound Express. As well as transforming our customer proposition, the service is attracting passengers back to bus travel and encouraging a new demographic of passenger. Customers are able to travel non-stop on high quality, new or refurbished coaches on high volume routes between major cities and take advantage of yield managed fares and reserve guaranteed seats online.

During the year Greyhound Express went from strength to strength. In addition to the two original Greyhound Express networks serving the Midwest and Northeast, we expanded services to the Southeast from a hub in Atlanta in the autumn, from where the network now reaches into Florida. As a result we now serve the vast majority of the east coast from Massachusetts to Miami. Heading west, Greyhound Express connects the main cities in Texas and from May 2012 the network is being rolled out into California.

Since its launch in December 2010, Greyhound Express has grown rapidly and now represents more than 20% of Greyhound's business. We have converted some schedules on high frequency lanes between urban locations to Greyhound Express services, with other schedules remaining as the traditional service. The strong feeder traffic from Greyhound's national network allows us to create sustainable new services, while minimising the cost of operating additional miles across the network, which also helps Greyhound Express routes achieve profitability quickly following the launch.

Our traditional Greyhound business is also seeing the benefits of a transformed operating model. We introduced ticket kiosks at ten of our locations which gave customers greater choice from a self-service alternative with additional options such as checking luggage, as well as helping to reduce our cost of sale. These kiosks proved very popular with over 60% of sales transacted through them. As a result we will be rolling out further ticket kiosks to ten additional locations in the coming months.

Directors' report

Greyhound (continued)

Our highly successful BoltBus service, serving city pairs in the Northeast, is offering customers a high quality, viable alternative to rail services. From May 2012 we will be expanding into the Pacific Northwest, introducing routes between Seattle and Portland.

During the year we added more than 80 new vehicles to our fleet, including 14 for our operations which serve the Hispanic market domestically and internationally along and across the southwest border with Mexico. Our refurbishment programme completed over 220 coaches in the year, bringing the total to almost 350 so far, significantly improving the passenger experience.

As we continue to make Greyhound a more modern and efficient network we are delivering improved service quality at the same time. 'On Time Performance' has increased from 79.8% to 89.1% over the last five years. New and refurbished coaches along with improvements in maintenance processes have also contributed to this improvement.

We are reviewing our terminals and, where appropriate, taking up opportunities to right-size and relocate Greyhound's properties to more appropriate, accessible and convenient sites for passengers across the network. So far we have right-sized or relocated around 50% of our US locations. During the year we completed the sale of our Washington DC terminal and will relocate our services to the multimodal hub at the city's Union Station by early 2013.

In November 2011 we launched a national initiative with another household name, 7-Eleven, and PayNearMe which has been highly successful and opened up online fares and discounts to a new market. Customers, including those without access to credit cards, can now order their tickets online and pay in cash at one of 6,400 7-Eleven stores nationwide and we are encouraged by the strong volume of daily transactions already achieved through this new sales channel. PayNearMe has concluded a deal with ACE Cash Express, which has 1,650 outlets, to start offering the same payment option from summer 2012 and we are in negotiations with several retailers across the US to continue to increase the breadth of our sales footprint.

Greyhound in Canada is undergoing a transformation and network modernisation programme, drawing on the positive changes we have already made in the US. Part of our strategy is to work with the provincial governments to reduce uneconomic, predominantly rural, routes. As a result we were pleased that Greyhound Canada returned to profitability during the year. Greyhound Express was also launched in four of the largest cities in Alberta during November 2011 and we are developing further opportunities to expand the service in Ontario and Quebec. Our redesigned Canadian website provides more options and a better online experience, and consequently we have seen Canadian web sales up by over 40% since its launch in September 2011.

Labor costs

Labor costs represent the largest component of the Group's operating costs. Labor shortages, or low unemployment rates, could hinder the Group's ability to recruit and retain qualified employees leading to a higher than expected increase in the cost of recruitment, training and other staff costs. To mitigate this risk, the Group seeks to structure our recruitment and retain the right people.

Fuel costs

Fuel prices and supply levels can be influenced significantly by international, political and economic circumstances. If fuel supply shortages were to arise because of national strikes, world supply difficulties, disruption of refining capacity or oil imports, the resultant higher fuel prices and disruption to services could adversely impact the Group's operating results. To mitigate the risks of rising fuel costs the Group works with FirstGroup Plc who regularly enter into forward contracts to buy fuel at fixed prices. In addition the Group seeks to limit the impact of unexpected fuel price rises through efficiency and pricing measures.

Directors' report

Insurance costs

Insurance reserves are made from estimates of losses that we will ultimately incur on accidents or incidents that have been reported but not paid and accidents or incidents that have taken place but have not yet been reported. These reserves are based on actuarial valuations that are prepared regularly by independent actuaries. The actuarial valuations are prepared after a number of factors are considered, including: historical claim payment patterns and changes in case reserves, the assumed rate of increase in medical treatment cost, property damage repairs and ultimate compensation. Historical experience and recent trends are the most significant factors considered in the determination of these reserves. Given the magnitude of the claims involved and the length of time until the ultimate cost is known, the use of any estimation technique is inherently uncertain. The Group seeks to mitigate the risk of rising insurance costs by promoting a culture of safety in everything that we do, through the Executive Safety Committee that is headed up by the Chief Executive of FirstGroup plc.

Terrorism

Terrorist acts and the public's concerns about potential attacks could adversely affect demand for our services. More particularly if we were to be perceived as not taking all reasonable precautions to guard against potential terrorist acts this could adversely affect our reputation with the public. The Group has a Head of Security who is responsible for improved security awareness, the application of good practice in the implementation of security measures and the development and training of our employees so that they can respond effectively to any perceived threat or incident.

Customer service and contract retention

The Group's revenues are at risk if it does not continue to provide the level of service expected by customers. This could result in contracts not being renewed. To mitigate this risk all staff undertake intensive training programs to ensure they are aware of and abide by the levels of service that are required by our customers in each business. The Board also monitors in detail a series of customer service KPIs at each meeting to ensure strict targets are being met.

Employees

The Group is committed to employee involvement and uses a variety of methods to inform, consult and involve its employees in the business. These include divisional company newsletters and circulars. Senior managers within each division meet regularly to discuss current issues and employees are encouraged to discuss any issues with management at any time. The North American Group also operates a confidential hotline, which staff can use to report health and safety, employment-related and other issues concerning them.

Going concern

While the Group is not wholly immune to macroeconomic developments, it has established a strong balanced portfolio of businesses with a majority of Group revenues supported by medium term contracts with government agencies and other large organizations in North America.

The directors have also carried out a detailed review of the Group's 2012/2013 budget with due regard for the risks and uncertainties to which the Group is exposed, the uncertain economic climate and the impact that this could have on trading performance.

Based on this review, the directors believe that the Group continues to have more than adequate resources at their disposal. The financial statements have been prepared on a going concern basis.

FirstGroup America, Inc.

Directors' report

Directors and their interests

The directors who held office during the year were as follows:

[redacted] resigned Aug 1, 2011)
[redacted] (appointed Aug 1, 2011)

The directors held no interests in the company's shares or the shares of any other group company during the year. The directors are eligible to participate in a sharesave scheme and an executive sharesave scheme of the ultimate parent company FirstGroup plc.

Auditors

Deloitte LLP have expressed their willingness to continue in office as auditors and a resolution to reappoint them will be proposed at the forthcoming Annual General Meeting.

Each of the persons who is a director at the date of approval of this report confirms that: so far as the director is aware, there is no relevant audit information of which the company's auditors are unaware; and the director has taken all the steps that he/she ought to have taken as a director in order to make himself/herself aware of any relevant audit information and to establish that the company's auditors are aware of that information.

Approved by the Board of Directors
and signed on behalf of the Board

[redacted]

Director

June 28 2012

FirstGroup America, Inc.

Statement of directors' responsibilities

The directors are responsible for preparing the financial statements in accordance with International Financial Reporting Standards ('IFRS').

International Accounting Standard 1 requires that financial statements present fairly for each financial year the Company's financial position, financial performance and cash flows. This requires the faithful representation of the effects of transactions, other events and conditions in accordance with the definitions and recognition criteria for assets, liabilities, income and expenses set out in the International Accounting Standards Board's 'Framework for the preparation and presentation of financial statements'. In virtually all circumstances, a fair presentation will be achieved by compliance with all applicable IFRSs. Directors are also required to:

- properly select and apply accounting policies;
- present information, including accounting policies, in a manner that provides relevant, reliable, comparable and understandable information;
- provide additional disclosures when compliance with the specific requirements in IFRS is insufficient to enable users to understand the impact of particular transactions, other events and conditions on the entity's financial position and financial performance; and
- prepare the accounts on a going concern basis unless, having assessed the ability of the Company to continue as a going concern, management either intends to liquidate the entity or to cease trading, or has no realistic alternative but to do so.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the Company, for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Independent auditor's report to the members of FirstGroup America. Inc.

We have audited the non-statutory Group financial statements of FirstGroup America. Inc. for the year ended 31 March 2012, which comprise the consolidated income statement, the consolidated statement of comprehensive income, the consolidated balance sheet, the consolidated statement of changes in equity, the consolidated cash flow statement and the related notes 1 to 29. These Group financial statements have been prepared under the accounting policies set out therein.

This report is made solely to the company's members in accordance with our letter of engagement dated 26 April 2012 and solely for the purpose of showing the results of management's stewardship of the resources entrusted to it. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an independent auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members, as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of directors and auditors

As explained more fully in the Directors' Responsibilities Statement, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit and express an opinion on the financial statements in accordance with International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's Ethical Standards for Auditors.

Scope of the audit of the financial statements

An audit involves obtaining evidence about the amounts and disclosures in the financial statements sufficient to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or error. This includes an assessment of: whether the accounting policies are appropriate to the Group's and the parent company's circumstances and have been consistently applied and adequately disclosed; the reasonableness of significant accounting estimates made by the directors; and the overall presentation of the financial statements. In addition, we read all the financial and non-financial information in the annual report to identify material inconsistencies with the audited financial statements. If we become aware of any apparent material misstatements or inconsistencies we consider the implications for our report.

Opinion on financial statements

In our opinion:

- the non-statutory financial statements give a true and fair view of the state of the Group's affairs as at 31 March 2012 and of its profit for the year then ended; and
- the non-statutory financial statements have been properly prepared in accordance with in accordance with the accounting policies set out therein.

[redacted]

Deloitte LLP
Chartered Accountants
London, United Kingdom
28 June 2012

FirstGroup America, Inc.

Consolidated income statement
Year ended 31 March 2012

	Notes	2012 $m	2011 $m
Revenue	3	4,789.8	4,664.3
Operating costs		(4,450.2)	(4,312.3)
Operating profit before amortization expense and non-recurring items		339.6	352.0
Amortization expense		(43.8)	(43.9)
Non-recurring items	5	-	(87.7)
Profit/(Loss) on disposal of assets		7.5	(2.2)
Operating profit	6	303.3	218.2
Finance costs	8	(202.3)	(201.1)
Profit before tax		101.0	17.1
Tax	9	(28.9)	(7.7)
Profit for the year from continuing operations		72.1	9.4
Attributable to:			
Equity holders of the parent		69.9	13.8
Non-controlling interests		2.2	(4.4)
		72.1	9.4

FirstGroup America, Inc.

Consolidated statement of comprehensive income
Year ended 31 March 2012

	Note	2012 $m	2011 $m
Profit for the year		72.1	9.4
Other comprehensive income			
Actuarial loss on defined benefit pension schemes	27	(114.2)	(24.0)
Deferred tax on actuarial loss on defined benefit pension schemes		35.7	9.2
Derivative hedging instrument movements		(10.5)	4.8
Deferred tax on hedging instrument movements		4.2	(1.9)
Foreign currency movements		10.4	58.7
Other comprehensive (loss)/income for the year		(74.4)	46.8
Total comprehensive (loss)/income for the year		(2.3)	56.2
Attributable to:			
Equity holders of the parent		(4.5)	60.6
Non-controlling interests		2.2	(4.4)
		(2.3)	56.2

FirstGroup America, Inc.

Consolidated balance sheet
31 March 2012

	Notes	2012 $m	2011 $m
Non-current assets			
Goodwill	10	2,387.4	2,387.3
Other intangible assets	11	503.1	548.7
Property, plant and equipment	12	1,946.0	1,993.3
External Investments		4.9	5.1
Financial assets - Derivative financial instruments		0.8	7.7
Deferred tax assets	21	61.8	53.1
		4,904.0	4,995.2
Current assets			
Inventories	13	69.3	76.3
Trade and other receivables	14	506.2	486.3
Financial assets - Derivative financial instruments		7.5	11.0
Cash and equivalents	17	84.7	90.8
		667.7	664.4
Non-current assets classified as held for sale	15	5.9	7.5
Total assets		5,577.6	5,667.1
Current liabilities			
Trade and other payables	16	706.8	669.2
Financial liabilities - Current maturity of long-term debt	18	-	-
- Current maturity of finance leases	19	54.0	42.0
- Derivative financial instruments		-	-
		760.8	711.2
Net current liabilities		(93.1)	(46.8)
Non-current liabilities			
Self-insured liabilities	22	312.1	317.5
Long-term provision	22	17.4	51.3
Pension liability	27	344.5	287.7
Intercompany balances	28	2,465.7	2,739.6
Long term debt	18	36.3	34.4
Finance leases	19	321.6	199.7
Financial liabilities - Derivative financial instruments		0.2	-
		3,497.8	3,630.2
Total liabilities		4,258.6	4,341.4
Net assets		1,319.0	1,325.7

FirstGroup America, Inc.

Consolidated balance sheet (continued)
31 March 2012

	Notes	2012 $m	2011 $m
Equity			
Share capital	26	-	-
Share premium account		953.0	953.0
Retained earnings		353.5	351.7
Hedging reserve		4.9	11.2
Equity attributable to owners of the company		1,311.4	1,315.9
Non-controlling interest		7.6	9.8
Total equity		1,319.0	1,325.7

These financial statements were approved by the Board of Directors on JUNE 28, 2012.

Signed on behalf of the Board of Directors

Director [redacted]

FirstGroup America, Inc.

Consolidated statement of changes in equity
Year ended 31 March 2012

	Share capital $m	Share premium $m	Hedging reserve $m	Retained earnings $m	Total before Non-Controlling Interest $m	Non-Controlling Interest $m	Total $m
At 1 April 2010	-	953.0	8.3	298.0	1,259.3	10.2	1,269.5
Total comprehensive income for the year	-	-	2.9	57.7	60.6	(4.4)	56.2
Dividends paid	-	-	-	-	-	2.7	2.7
Foreign exchange movement	-	-	-	(4.0)	(4.0)	1.3	(2.7)
At 31 March 2011	-	953.0	11.2	351.7	1,315.9	9.8	1,325.7
Total comprehensive income for the year	-	-	(6.3)	1.8	(4.5)	2.2	(2.3)
Dividends paid	-	-	-	-	-	(4.4)	(4.4)
At 31 March 2012	-	953.0	4.9	353.5	1,311.4	7.6	1,319.0

The hedging reserve records the movement on designated hedging items.

The share premium account represents the premium on shares. The reserve is non-distributable.

FirstGroup America, Inc.

Consolidated cash flow statement
Year ended 31 March 2012

	2012 $m	2011 $m
Cash flows from operating activities		
Operating profit	303.3	218.2
Profit/(loss) on disposal of Property, Plant, and Equipment	7.5	(17.4)
Depreciation/Amortization	348.6	341.8
Operating cash flows before working capital	659.4	542.6
Decrease in inventories	7.0	4.0
(Increase)/decrease in receivables and other current assets	(19.9)	27.4
Increase in payables and other current liabilities	34.2	145.6
(Increase)/decrease in other working capital	(214.9)	45.3
Increase/(decrease) in pension liability	56.8	(42.2)
Decrease in self insurance liability	(5.4)	(85.1)
Cash generated by operations	517.2	637.6
Corporate tax paid	(17.6)	(7.7)
Interest paid	(53.7)	(184.7)
Net cash from operating activities	445.9	445.2
Investing activities		
Proceeds for disposal of property, plant and equipment	27.3	26.7
Purchase of property, plant and equipment	(335.7)	(278.1)
Acquisition of businesses	(5.5)	(4.9)
Net cash used in investing activities	(313.9)	(256.3)
Financing activities		
Net change under finance leases	133.9	31.7
Net change of bank debt	1.9	(9.1)
Net change in advances from related party	(273.9)	(236.2)
Net cash used in financing activities	(138.1)	(213.6)
Net decrease in cash and cash equivalents	(6.1)	(24.7)
Cash and cash equivalents at beginning of year	90.8	115.5
Cash and cash equivalents at end of year	84.7	90.8

FirstGroup America, Inc.

Notes to the financial statements
Year ended 31 March 2012

1. General information

FirstGroup America, Inc. is a Company incorporated in the United States of America. The address of the registered office is 2711 Centerville, Suite 400, Wilmington, DE 19808. The nature of the Group's operations and its principal activities are set out on pages 2 to 6. These financial statements are presented in United States dollars because that is the currency of the primary economic environment in which the Group operates.

2. Statement of accounting policies

Basis of accounting

The non-statutory financial statements have been prepared in accordance with the accounting policies detailed below. These are extracted from FirstGroup plc's audited financial statements for the year ended 31 March 2012 which were prepared in accordance with International Financial Reporting Standards. The non-statutory financial statements have been prepared on the historical cost basis, except for the revaluation of certain financial instruments. The principal accounting policies adopted are set out below.

Going concern

The financial statements are prepared on a going concern basis. As disclosed on page 6, the directors believe that the Group has adequate resources to continue in operational existence for the foreseeable future.

Basis of consolidation

The consolidated financial statements incorporate the financial statements of the Company and entities controlled by the Company (its subsidiaries) made up the results for the 53 weeks ended 31 March 2012. The consolidated accounts for the year ended 31 March 2011 include the results for the 52 weeks ended 26 March 2011. Control is achieved where the Company has the power to govern the financial and operating policies of an investee entity so as to obtain benefits from its activities.

The results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the effective date of acquisition or up to the effective date of disposal, as appropriate. Where necessary, adjustments are made to the financial statements of subsidiaries to bring the accounting policies used into line with those used by the group. All intra-group transactions, balances, income and expenses are eliminated on consolidation.

Non-controlling interests in subsidiaries are identified separately from the Group's equity therein. The interests of non-controlling shareholders may be initially measured at fair value or at the non-controlling interests' proportionate share of the fair value of the acquiree's identifiable net assets. The choice of measurement is made on an acquisition-by-acquisition basis. Subsequent to acquisition, the carrying amount of non-controlling interests is the amount of those interests at initial recognition plus the non-controlling interests' share of subsequent changes in equity. Total comprehensive income is attributed to non-controlling interests even if this results in the non-controlling interests having a deficit balance.

Changes in the Group's interests in subsidiaries that do not result in a loss of control are accounted for as equity transactions. The carrying amount of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognised directly in equity and attributed to the owners of the Company.

When the Group loses control of a subsidiary, the profit or loss on disposal is calculated as the difference between (i) the aggregate of the fair value of the consideration received and the fair value of any retained interest and (ii) the previous carrying amount of the assets (including goodwill), less liabilities of the subsidiary and any non-controlling interests. Amounts previously recognised in other comprehensive income in relation to the subsidiary are accounted for (i.e. reclassified to profit or loss or transferred directly to retained earnings) in the same manner as would be required if the relevant assets or liabilities are disposed of. The fair value of any investment retained in the former subsidiary at the date when control is lost is regarded as the fair value on initial recognition for subsequent accounting under IAS 39 Financial Instruments: Recognition and Measurement or, when applicable, the costs on initial recognition of an investment in an associate or jointly controlled entity.

2. **Statement of accounting policies (continued)**

Business combinations

Acquisitions of subsidiaries and businesses are accounted for using the acquisition method. The consideration for each acquisition is measured at the aggregate of the fair values (at the date of exchange) of assets given, liabilities incurred or assumed, and equity instruments issued by the Group in exchange for control of the acquiree. Acquisition-related costs are recognised in profit or loss as incurred.

Where applicable, the consideration for the acquisition includes any asset or liability resulting from a contingent consideration arrangement, measured at its acquisition-date fair value. Subsequent changes in such fair values are adjusted against the cost of acquisition where they qualify as measurement period adjustments (see below). All other subsequent changes in the fair value of contingent consideration classified as an asset or liability are accounted for in accordance with relevant IFRSs. Changes in the fair value of contingent consideration classified as equity are not recognised.

Where a business combination is achieved in stages, the Group's previously-held interests in the acquired entity are remeasured to fair value at the acquisition date (i.e. the date the Group attains control) and the resulting gain or loss, if any, is recognised in profit or loss. Amounts arising from interests in the acquiree prior to the acquisition date that have previously been recognised in other comprehensive income are reclassified to profit or loss, where such treatment would be appropriate if that interest were disposed of.

The acquiree's identifiable assets, liabilities and contingent liabilities that meet the conditions for recognition under IFRS 3(2008) are recognised at their fair value at the acquisition date, except that:

- deferred tax assets or liabilities and liabilities or assets related to employee benefit arrangements are recognised and measured in accordance with IAS 12 Income Taxes and IAS 19 Employee Benefits respectively;
- liabilities or equity instruments related to the replacement by the Group of an acquiree's share-based payment awards are measured in accordance with IFRS 2 Share-based Payment; and
- assets (or disposal groups) that are classified as held for sale in accordance with IFRS 5 Non-current Assets Held for Sale and Discontinued Operations are measured in accordance with that Standard.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Group reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted during the measurement period (see below), or additional assets or liabilities are recognised, to reflect new information obtained about facts and circumstances that existed as of the acquisition date that, if known, would have affected the amounts recognised as of that date.

The measurement period is the period from the date of acquisition to the date the Group obtains complete information about facts and circumstances that existed as of the acquisition date, and is subject to a maximum of one year.

Non-current assets held for sale

Non-current assets classified as held for sale are measured at the lower of carrying amount and fair value less costs to sell.

Non-current assets are classified as held for sale if their carrying amount will be recovered through a sale transaction rather than through continuing use. This condition is regarded as met only when the sale is highly probable and the asset is available for immediate sale in its present condition. Management must be committed to the sale which should be expected to qualify for recognition as a completed sale within one year from the date of classification.

Goodwill and intangible assets

Goodwill arising on consolidation represents the excess of the cost of acquisition over the Group's interest in the fair value of the identifiable assets and liabilities of a subsidiary, associate or jointly controlled entity at the date of acquisition.

2. **Statement of accounting policies (continued)**

Goodwill and intangible assets (continued)

Goodwill is initially recognized as an asset at cost and is subsequently measured at cost less any accumulated impairment losses. Goodwill which is recognized as an asset is reviewed for impairment at least annually. Any impairment is recognized immediately in the income statement and is not subsequently reversed.

For the purpose of impairment testing, goodwill is allocated to each of the Group's cash-generating units. Cash-generating units to which goodwill has been allocated are tested for impairment annually, or more frequently where there is an indication that the unit may be impaired. If the recoverable amount of the cash-generating unit is less than the carrying amount of the unit, the impairment loss is allocated to the unit and then to the other assets of the unit pro-rata on the basis of the carrying amount of each asset in the unit. An impairment loss recognized for goodwill is not reversed in a subsequent period.

On disposal of a subsidiary, associate or jointly controlled entity, the attributable amount of goodwill is included in the determination of the profit or loss on disposal.

Goodwill arising on acquisitions before the date of transition to IFRSs has been retained at the previous US GAAP amounts subject to being tested for impairment at that date.

The existing finite life intangible assets have a residual value of nil and are amortized over their useful economic lives as follows:

Customer contracts - over the life of the contract	(9 to 20 years)
Greyhound brand and trade name - over the life of the brand	(20 years)

Revenue recognition

Revenue principally comprises revenue from road passenger transport, and certain management and maintenance services. Where appropriate, amounts are shown net of rebates and sales taxes.

Revenue principally comprises amounts receivable from contracts with government bodies and similar organizations and is recognized as the services are provided. Greyhound coach revenue mainly comprises of amounts receivable from ticket sales.

Interest income is recognized on an accruals basis.

Leasing

Leases are classified as finance leases whenever the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee. All other leases are classified as operating leases and the rental charges are charged against income on a straight-line basis over the life of the lease.

Assets held under hire purchase contracts and finance leases are recognized as assets of the Group at their fair value or, if lower, at the present value of the minimum lease payments, each determined at the inception of the lease. The corresponding liability is included in the balance sheet as a finance lease obligation. Lease payments are apportioned between finance charges and reduction of the lease obligation so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are charged directly against income, unless they are directly attributable to qualifying assets, in which case they are capitalized in accordance with the Group's general policy on borrowing costs (see below).

Benefits received and receivable as an incentive to enter into an operating lease are also spread on a straight-line basis over the lease term.

Foreign currencies

The individual financial statements are presented in the currency of the primary economic environment in which it operates (its functional currency). For the purpose of the consolidated financial statements, the results and financial position of the Group are expressed in US dollars, which is the functional currency of the Company, and the presentation currency for the consolidated financial statements.

2. **Statement of accounting policies (continued)**

Foreign currencies (continued)

In preparing the financial statements of the individual companies, transactions in currencies other than US dollars are recorded at the rates of exchange prevailing on the dates of the transactions. At each balance sheet date, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing on the balance sheet date. Non-monetary assets and liabilities carried at fair value that are denominated in foreign currencies are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

Exchange differences arising on the settlement of monetary items, and on the retranslation of monetary items, are included in the income statement for the period. Exchange differences arising on the retranslation of non-monetary items carried at fair value are included in the income statement for the period except for differences arising on the retranslation of non-monetary items in respect of which gains and losses are recognized directly in equity. For such non-monetary items, any exchange component of that gain or loss is also recognized directly in equity.

Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entity and translated at the closing rate.

Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

All other borrowing costs are recognized in the income statement in the period in which they are incurred.

Operating profit

Operating profit is stated after charging intangible asset amortization and other non-recurring items but before investment income and finance costs.

Non-recurring items

Non-recurring items are material items of income or expenditure which due to their size, nature and infrequency, require separate identification on the face of the income statement to allow a better understanding of the financial performance in the year, in comparison to prior years.

Retirement benefit costs

The Group operates or participates in a number of pension schemes, which include both defined benefit schemes and defined contribution schemes.

Payments to defined contribution retirement benefit schemes are charged as an expense as they fall due. There is no legal or constructive obligation to pay contributions into a defined contribution scheme if the fund has insufficient assets to pay all employees' benefits relating to employee service in the current and prior periods.

For defined benefit schemes, the cost of providing benefits is determined using the Projected Unit Credit Method, with actuarial valuations being carried out at each balance sheet date. Actuarial gains and losses are recognized in full in the period in which they occur. They are recognized outside the income statement and presented in the statement of recognized income and expense.

Past service cost is recognized immediately to the extent that the benefits are already vested, and otherwise is amortized on a straight-line basis over the average period until the benefits become vested.

The retirement benefit obligation recognized in the balance sheet represents the present value of the defined benefit obligation as adjusted for unrecognized past service cost, and as reduced by the fair value of scheme assets. Any asset resulting from this calculation is limited to past service cost, plus the present value of available refunds and reductions in future contributions to the scheme.

2. **Statement of accounting policies (continued)**

Taxation

The tax expense represents the sum of the tax currently payable and deferred tax.

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in the income statement because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Group's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the balance sheet date.

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognized for all taxable temporary differences and deferred tax assets are recognized to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilized. Such assets and liabilities are not recognized if the temporary difference arises from the initial recognition of goodwill, or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

Deferred tax liabilities are recognized for taxable temporary differences arising on investments in subsidiaries and associates, and interests in joint ventures, except where the Group is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future.

The carrying amount of deferred tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realized. Deferred tax is charged or credited in the income statement, except when it relates to items charged or credited directly to equity, in which case the deferred tax is also dealt with in equity.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Group intends to settle its current tax assets and liabilities on a net basis.

Property, plant and equipment

Properties for provision of services or administrative purposes are carried at cost, less any recognized impairment loss. Cost includes professional fees and, for qualifying assets, borrowing costs capitalized in accordance with the Group's accounting policy. Depreciation of these assets, on the same basis as other property assets, commences when the assets are ready for their intended use.

Passenger carrying vehicles and other plant and equipment are stated at cost less accumulated depreciation and any recognized impairment loss.

Depreciation is charged so as to write off the cost of assets, other than freehold land, the land element of long leasehold properties or on assets in the course of construction, over their estimated useful lives, using the straight-line method, on the following bases:

Freehold buildings	50 years straight-line
Long leasehold buildings	50 years straight-line
Short leasehold properties	period of lease
Passenger carrying vehicles	5 to 15 years straight-line
Other plant and equipment	3 to 20 years straight-line

Assets held under finance leases are depreciated over their expected useful lives on the same basis as owned assets or, where shorter, over the term of the relevant lease.

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in income.

2. Statement of accounting policies (continued)

Impairment of tangible and intangible assets excluding goodwill

At each balance sheet date, the Group reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs. An intangible asset with an indefinite useful life is tested for impairment annually and whenever there is an indication that the asset may be impaired.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset or cash-generating unit is estimated to be less than its carrying amount, the carrying amount of the asset (cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognized as an expense immediately, unless the relevant asset is carried at a revalued amount, in which case the impairment loss is treated as a revaluation decrease.

Where an impairment loss subsequently reverses, the carrying amount of the asset (cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (cash-generating unit) in prior years. A reversal of an impairment loss is recognized as income immediately, except in the case of goodwill, unless the relevant asset is carried at a revalued amount, in which case the reversal of the impairment loss is treated as a revaluation increase.

Inventories

Inventories are stated at the lower of cost and net realizable value, with costs determined using the weighted average method. This approximates fair value.

Financial instruments

Financial assets and financial liabilities are recognized on the Group's balance sheet when the Group becomes a party to the contractual provisions of the instrument.

Financial assets

The Group measures financial assets on initial recognition at fair value, and determines the classification of such assets at initial recognition and on any subsequent reclassification event.

Where there is no active market for a financial asset, fair value is determined using valuation techniques including recent commercial transactions and discounted cash flows. Otherwise financial assets are carried at amortized cost.

Financial assets are classified into one of four primary categories:

Fair value through the income statement

This covers any financial asset designated on initial recognition to be measured at fair value with fair value changes to go through the income statement, and financial assets acquired principally for the purpose of trading in the short term.

2. **Statement of accounting policies (continued)**

Financial assets (continued)

Held to maturity investments

Non-derivative financial assets with fixed or determinable payments and fixed maturity are classified here when the Group has the intention and ability to hold to maturity. These financial assets are held at amortized cost using the effective interest method. Gains and losses are recognized in the income statement when the investments are derecognized or impaired as well as through amortization.

Loans and Receivables

Non-derivative financial assets with fixed or determinable payments that are not quoted in an active market, do not qualify as trading assets and have not been designated as either fair value through the income statement or Available For Sale. Such assets are carried at amortized cost. Gains and losses are recognized in the income statement to the extent that the receivables are impaired as well as through amortization.

The most significant financial assets under this category are trade receivables and bank deposits.

Trade receivables are measured at fair value, i.e. original invoice amount, less an allowance for uncollectible amounts. Appropriate allowances for estimated irrecoverable amounts are recognized in the income statement when there is objective evidence that the asset is impaired.

Bank deposits are included within cash and cash equivalents. Cash and cash equivalents as defined for the cash flow statement comprise cash in hand, cash held at bank with immediate access, other short-term investments and bank deposits with maturities of three months or less from the date of inception and bank overdrafts. In the consolidated balance sheet cash includes cash and cash equivalents excluding bank overdrafts. Bank overdrafts that have no legal right of set-off against cash and cash equivalents are included within borrowings in current liabilities. All are carried on the balance sheet at cost. Cash and cash equivalents includes ring-fenced cash. The ring-fenced cash represents that which is not available for distribution or the amount required to satisfy the contractual liquidity ratio at the balance sheet date.

Available for sale financial assets

Available for sale financial assets are non-derivative financial assets that are designated as such, or that are not classified in any of the other categories. After initial recognition these assets are measured at fair value with gains or losses being recognized as a separate component of equity until the investment is derecognized or the investment is determined to be impaired, at which time the previously reported cumulative gain or loss is included in the income statement.

Financial liabilities and equity

Financial liabilities and equity instruments are classified according to the substance of the contractual arrangements entered into. An equity instrument is any contract that evidences a residual interest in the assets of the Group after deducting all of its liabilities. Equity instruments issued by the Company are recorded at the proceeds received net of direct issue costs.

2. **Statement of accounting policies (continued)**

Financial liabilities

Bank borrowings

Interest-bearing bank loans and overdrafts are recorded at the proceeds received, net of direct issue costs.

Trade payables

Trade payables are initially measured at fair value, and are subsequently measured at amortized cost, using the effective interest rate method.

Derivative financial instruments and hedge accounting

The Group uses derivative financial instruments to hedge fuel price risks. Use of such financial instruments is governed by policies and delegated authorities approved by the Board. The Group does not use derivative financial instruments for speculative purposes.

The main derivative financial instruments used by the Group are fuel swaps. Such instruments are initially recognized at fair value and subsequently re-measured to fair value at the reported balance sheet date. The fair values are calculated by reference to market fuel prices at the period end, and supported by counterparty confirmations. The fuel swaps are designated as cash flow hedges of fuel price risks or otherwise used as economic hedges of such risks.

Hedge accounting is discontinued when the hedging instrument expires or is sold, terminated, or exercised, or no longer qualifies for hedge accounting. At that time, any cumulative gain or loss on the hedging instrument recognized in equity is retained in equity until the forecasted transaction occurs. If a hedged transaction is no longer expected to occur, the net cumulative gain or loss recognized in equity is transferred to the income statement for the period.

Derivatives embedded in other financial instruments or other host contracts are treated as separate derivatives when their risks and characteristics are not closely related to those of host contracts and the host contracts are not carried at fair value with unrealized gains or losses reported in the income statement.

Provisions

Provisions are recognized when the Group has a present obligation as a result of a past event and it is probable that the Group will be required to settle that obligation. Provisions are measured at the Directors' best estimate of the expenditure required to settle the obligation at the balance sheet date and are discounted to present value where the effect is material.

Insurance

The Group's policy is to self-insure high frequency, low value claims within the businesses. To provide protection above these types of losses, coverage is obtained through third-party insurance policies. Provision is made under IAS 37 for the estimated cost of settling uninsured claims for incidents occurring prior to balance sheet date.

Notes to the financial statements
Year ended 31 March 2012

2. **Statement of accounting policies (continued)**

New standards and interpretations not applied

The International Accounting Standards Board and the International Financial Reporting Interpretations Committee (IFRIC) have issued the following standards and interpretations with effective dates as noted below:

IAS/IFRS standards		**Effective for accounting periods starting on or after**
Amendments to IFRS 1 (March 2012)	Government Loans	1 January 2013
Amendments to IAS 32 (Dec 2011)	Offsetting Financial Assets and Financial Liabilities	1 January 2014
Amendments to IFRS 7 (Dec 2011)	Disclosures – Offsetting Financial Assets and Financial Liabilities	1 January 2013
IFRS 9	Financial Instruments	1 January 2015
Amendments to IAS 1 (June 2011)	Presentation of Items of Other Comprehensive Income	1 July 2012
IAS 19 (revised June 2011)	Employee Benefits	1 January 2013
IFRS 13	Fair Value Measurement	1 January 2013
IFRS 12	Disclosure of Interests in Other Entities	1 January 2013
IFRS 11	Joint Arrangements	1 January 2013
IFRS 10	Consolidated Financial Statements	1 January 2013
IAS 28 (revised May 2011)	Investments in Associates and Joint Ventures	1 January 2013
IAS 27 (revised May 2011)	Separate Financial Statements	1 January 2013

The key impact of IAS 19 (revised) 'Employee Benefits' will be to remove the separate assumptions for expected return on plan assets and discounting of scheme liabilities and replace them with one single discount rate for the net deficit.
With the exception of the revisions to IAS19 noted above, the Directors do not anticipate the adoption of these other standards will have a material impact on the Group's accounts in the period of initial application.

Critical accounting judgements and key sources of estimation uncertainty

In the process of applying the Group's accounting policies which are described above, management has made the following judgements that have the most significant effect on the amounts recognized in the financial statements.

Impairment of intangible assets (including goodwill)
Determining whether goodwill is impaired requires an estimation of the value in use of the cash-generating units to which the goodwill has been allocated. The value in use requires the entity to estimate the future cash flows expected to arise from the cash-generating unit and a suitable discount rate in order to calculate present value. The carrying amount of goodwill at the balance sheet date was $2,387.4m (2011: $2,387.3m) as set out in note 10 and the carrying amount of other intangible assets at the balance sheet date was $503.1m (2011: $548.7m) as set out in note 11. The sensitivities on the key assumptions used in the goodwill impairment testing are also set out in note 10.

Defined benefit pension arrangements
Measurement of defined benefit pension obligations requires estimation of a suitable discount rate, the expected return on scheme assets, expected rate of inflation of future salary and pension costs along with assumptions about mortality rates. The most significant of these are the discount rate and inflation assumptions.

Self-insurance
Provision is made for all known incidents for which there is self-insurance using management's best estimate of the likely settlement of these incidents. The estimated settlement is reviewed on a regular basis with independent actuarial advice and the amount provided is adjusted as required. The Group's total insurance provisions as at the balance sheet date were $480.1m (2011: $488.5m) as set out in note 22.

3. Revenue

	2012 $m	2011 $m
Services rendered	4,789.8	4,664.3

All results derive from continuing operations.

Notes to the financial statements
Year ended 31 March 2012

4. Business segments

The Group is organized into three operating divisions – First Student, First Transit and Greyhound. These divisions are the basis on which the Group reports its primary segment information. The principal activities of these divisions are set out in the Review of business. All operations are located within North America. First Transit includes First Services as these are now managed as a single business. Up to 31 March 2009 First Transit and First Services were classed as separate divisions.

Segment information about these businesses is set out below.

The segment results for the year to 31 March 2012 are as follows:

	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2012 $m
Revenue	2,488.7	1,242.6	1,049.3	9.2	4,789.8
Operating profit/(loss) before amortization expense and non-recurring items	169.5	89.1	81.0	-	339.6
Amortization expense	(32.0)	(6.8)	(5.0)	-	(43.8)
Non-recurring items	-	-	-	-	-
Profit/(Loss) on disposal of assets	(0.4)	-	7.9	-	7.5
Operating profit (loss)	137.1	82.3	83.9	-	303.3
Finance Costs					(202.3)
Profit before tax					101.0
Tax					(28.9)
Profit for the year					72.1

Other information	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2011 $m
Capital additions	201.8	47.6	70.8	15.5	335.7
Depreciation and amortization	271.4	22.7	51.9	2.6	348.6

Balance sheet	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2011 $m
Total assets	3,752.9	683.1	878.5	263.1	5,577.6
Total liabilities	949.7	174.2	304.3	2,830.4	4,258.6

Notes to the financial statements
Year ended 31 March 2012

4. Business segments (continued)

The segment results for the year to 31 March 2011 are as follows:

	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2011 $m
Revenue	2,467.3	1,199.0	985.0	13.0	4,664.3
Operating profit/(loss) before amortization expense and non-recurring items	200.2	89.4	62.4	-	352.0
Amortization expense	(31.6)	(7.4)	(4.9)	-	(43.9)
Non-recurring items	(54.4)	(26.7)	(0.1)	(6.6)	(87.8)
Profit/(Loss) on disposal of assets	(0.1)	(0.1)	(1.9)	-	(2.1)
Operating profit (loss)	114.1	55.2	55.5	(6.6)	218.2
Finance Costs					(201.1)
Profit before tax					17.1
Tax					(7.7)
Profit for the year					9.4

	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2011 $m
Other information					
Capital additions	193.7	13.6	65.4	5.4	278.1
Depreciation and amortization	268.0	22.2	49.5	2.1	341.8

	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2011 $m
Balance sheet					
Total assets	3,465.4	667.8	1,140.8	393.1	5,667.1
Total liabilities	1,123.2	192.8	630.2	2,395.2	4,341.4

Notes to the financial statements
Year ended 31 March 2012

5. Non-recurring items

As a result of the downturn in the US economy, First Group America has restructured the business, mostly affecting the overhead structures at the parent company and First Student:

	2012 $m	2011 $m
Legal and professional costs	-	2.8
Redundancy and staff related costs	-	15.3
Asset impairments and provision for excess buses	-	45.1
IT costs	-	5.0
Onerous Provision	-	19.5
	-	87.7

Legal and professional costs comprise consultants and legal fees involved in planning and managing the integration and restructure. Redundancy and staff related costs reflect severance payments, relocation expenses, retention bonuses and travel expenses. Asset impairment charges related to writing down to market excess school buses and certain assets of a First Transit onerous contract. IT costs comprise the costs of systems integration and repair of a Student system. Relocation of offices reflects the remaining lease costs of premises which were closed down during the integration process. The onerous provision related to future losses of Student contracts as a result of recessionary cuts by its customers and the First Transit onerous contract.

6. Operating profit

Operating profit has been arrived at after charging:

	2012 $m	2011 $m
Depreciation of property, plant and equipment	304.8	297.9
Operating lease charges	10.2	6.5
Amortization of intangible assets	43.8	43.9
Auditors' remuneration for audit services	1.3	1.3
Staff costs (note 7)	2,681.5	2,614.0
Foreign Exchange losses	0.1	0.1
Cost of inventories recognised as expense	0.7	0.7

Notes to the financial statements
Year ended 31 March 2012

7. Staff costs

The average monthly number of employees (including Executive Directors) was:

	2012 No.	2011 No.
Operational	82,223	83,314
Administration	5,646	5,728
	87,869	89,042

Their aggregate remuneration (including Executive Directors) comprised:

	2012 $m	2011 $m
Wages and salaries	2,135.0	2,081.2
Taxes	290.1	282.9
Other benefit and pension costs	256.4	249.9
	2,681.5	2,614.0

8. Finance costs

	2012 $m	2011 $m
HP contracts & finance lease interest	10.0	9.1
Interest on inter-company loans	164.1	164.2
Notional interest on self insured liabilities	26.2	25.3
Loan note interest	2.0	2.5
Total borrowing costs	202.3	201.1

There was no interest capitalized into qualifying assets in either the year ended 31 March 2011 or 31 March 2012.

Notes to the financial statements
Year ended 31 March 2012

9. Tax on profit on ordinary activities

	2012 $m	2011 $m
Current tax	9.2	8.2
Deferred tax	19.7	(0.5)
	28.9	7.7

Current tax is calculated at 41% (2011:39%) of the estimated assessable profit for the year. Taxation for other jurisdictions is calculated at the rates prevailing in the respective jurisdiction. The charge for the year can be reconciled to the profit per the income statement as follows:

	2012 $m	2012 %	2011 $m	2011 %
Profit before tax	101.0	100.0%	17.1	100.0%
Tax at the US current tax rate of 41% (39%)	41.4	41.0%	6.7	39.0%
Adjustments to tax in respect to prior years	0.4	0.4%	(0.1)	(0.6)%
Tax effect of expenses that are not deductible in determining taxable profit and other items	(12.9)	-10.3%	1.1	6.5%
Capital losses previously unrecognized				
Tax expense and effective tax rate for the year	28.9	31.1%	7.7	44.9%

10. Goodwill

	2012 $m	2011 $m
Cost		
At 1 April	2,387.3	2,380.1
Additions	4.6	3.6
Impairment	-	(8.0)
Foreign Exchange movement	(4.5)	11.6
At 31 March	2,387.4	2,387.3
Accumulated impairment losses at 31 March	-	-
Carrying amount at 31 March	2,387.4	2,387.3

Goodwill is split as follows:

Carrying amount	2012 $m	2011 $m
First Student	1,627.5	1,627.4
First Transit	395.9	395.9
Greyhound	364.0	364.0
	2,387.4	2,387.3

Notes to the financial statements
Year ended 31 March 2012

10. **Goodwill (continued)**

Impairment testing

At the year end, the carrying value of net assets, including goodwill, was reviewed for impairment in accordance with IAS 36 Impairment of Assets. For the purposes of this impairment review goodwill has been tested for impairment on the basis of discounted future cash flows arising in each relevant CGU.

The Group prepares cash flow forecasts derived from the most recent budget for 2012/13 and Five Year Plan projections for 2013-16 which take account of both past performance and expectations for future market developments. The projections for First Student assume the incremental benefits of the recovery plan together with a moderate economic recovery. Cash flows in 2015/16 are extrapolated using estimated growth rates of 3.0% (2011: 3.0%) which do not exceed the long-term average growth rate for the Group's businesses. A risk adjustment is then made using a pre-tax discount rate of 10.0% (2011: 10.0%) to arrive at the value in use for each of the CGUs. The pre-tax discount rates applied are derived from the Group's weighted average cost of capital. The assumptions used in the calculation of the Group's weighted average cost of capital are benchmarked to externally available data.

The Directors consider the assumptions to be reasonable based on the historic performance of each CGU and to be realistic in light of economic and industry forecasts.

The calculation of value in use for each CGU is most sensitive to the principal assumptions of discount rate, growth rates and margins achievable. Sensitivity analysis has been performed on the calculations and confirms that no reasonably possible changes in the assumptions would cause the carrying amount of the CGUs to exceed their recoverable amount.

The First Student margin would need to fall in excess of 1.6% compared to future projections for there to be an impairment to the carrying value of net assets in this business.

Following their review of goodwill the Directors have concluded that there is no impairment to any of the CGUs.

Notes to the financial statements
Year ended 31 March 2012

11. Other intangible assets

	Greyhound Brand and trade name $m	Contracts acquired $m	Total $m
Cost			
At 1 April 2010	97.4	587.0	684.4
Currency exchange movements	0.9	4.2	5.1
At 31 March 2011	98.3	591.2	689.5
Amortization			
At 1 April 2010	12.2	84.4	96.6
Charge for year	4.9	39.3	44.2
At 31 March 2011	17.1	123.7	140.8
Carrying amount			
At 31 March 2011	81.2	467.5	548.7
Cost			
At 1 April 2011	98.3	591.2	689.5
Currency exchange movements	-	(1.8)	(1.8)
At 31 March 2012	98.3	589.4	687.7
Amortization			
At 1 April 2011	17.1	123.7	140.8
Charge for year	4.9	38.9	43.8
At 31 March 2012	22.0	162.6	184.6
Carrying amount			
At 31 March 2012	76.3	426.8	503.1

Contracts acquired through the purchases of businesses and subsidiary undertakings are amortized on a straight-line basis over their useful lives, which is on average, nine years.

Notes to the financial statements
Year ended 31 March 2012

12. Property, plant and equipment

	Land and buildings $m	Buses $m	Machinery and equipment $m	Total $m
Cost				
At 31 March 2011	549.7	2,622.2	297.6	3,469.5
Foreign currency movement	(1.7)	(8.3)	(0.3)	(10.3)
Additions	15.4	276.4	43.9	335.7
Disposals	(61.1)	(154.6)	(7.0)	(222.7)
Reclassified as held for sale	(0.1)	22.4	(8.9)	13.4
At 31 March 2012	502.2	2,758.1	325.3	3,585.6
Accumulated depreciation and impairment				
At 31 March 2011	146.7	1,150.8	178.7	1,476.2
Foreign currency movement	(0.3)	(3.2)	(0.2)	(3.7)
Charge for year	9.7	256.1	39.0	304.8
Disposals	(4.3)	(128.4)	(5.8)	(138.5)
Revaluation	-	(11.4)	-	(11.4)
Reclassified as held for sale	-	12.2	-	12.2
At 31 March 2012	151.8	1,276.1	211.7	1,639.6
Carrying amount				
At 31 March 2012	350.4	1,482.0	113.6	1,946.0
Cost				
At 31 March 2010	556.4	2,499.2	264.5	3,320.1
Foreign currency movement	4.3	20.2	0.8	25.3
Additions	10.9	219.8	47.4	278.1
Disposals	(21.9)	(91.5)	(15.1)	(128.5)
Reclassified as held for sale	-	(25.5)	-	(25.5)
At 31 March 2011	549.7	2,622.2	297.6	3,469.5
Accumulated depreciation and impairment				
At 31 March 2010	139.8	966.3	155.2	1,261.3
Foreign currency movement	0.5	6.0	0.4	6.9
Charge for year	10.9	250.3	36.7	297.9
Disposals	(4.5)	(66.3)	(13.6)	(84.4)
Revaluation		17.2		17.2
Reclassified as held for sale		(22.7)		(22.7)
At 31 March 2011	146.7	1,150.8	178.7	1,476.2
Carrying amount				
At 31 March 2011	403.0	1,471.4	118.9	1,993.3

The carrying amount of property, plant and equipment includes an amount of $399.5m (2011: $224.9m) in respect of assets held under HP contracts and finance leases.

In the normal course of business, the Group enters into contractual commitments to purchase buses and other assets. At 31 March 2012, the Group had no contractual commitments for such purchases (2011: $nil).

Notes to the financial statements
Year ended 31 March 2012

13. Inventories

	2012 $m	2011 $m
Fuel and oil	15.3	16.7
Parts	54.0	59.6
	69.3	76.3

There is no material difference between the balance sheet value of inventories and their replacement cost. There was no material write down of inventories during the current or prior year. The provision for stock obsolescence at the balance sheet date was $9.0m (2011: $8.5m).

14. Trade and other receivables

	2012 $m	2011 $m
Amounts due within one year		
Trade receivables	395.6	386.7
Provision for doubtful receivables	(4.9)	(9.4)
Other receivables	25.0	24.9
Other prepayments and accrued income	90.5	84.1
	506.2	486.3

The Directors consider that the carrying amount of trade and other receivables approximates to their fair value.

Credit risk

Credit risk is the risk that financial loss arises from failure by a customer or counterparty to meet its obligations under a contract.

Credit risk exists in relation to the Group's financial assets, which comprise trade and other receivables of $506.2 m (2011: $486.3m), cash and cash equivalents of $84.7m (2011: $90.8m) and derivative financial instruments of $7.5m (2011: $11.0m).

The Group's credit risk is primarily attributable to its trade receivables. The amounts presented in the balance sheet are net of allowances for doubtful receivables, estimated by the Group's management based on prior experience and their assessment of the current economic environment. The provision for doubtful receivables at the balance sheet date was $4.9m (2011: $9.4m).

Most trade receivables are with public or quasi public bodies, principally the school bus boards and city municipal authorities in North America. The Group does not consider any of these counterparties to be a significant risk. Each division within the Group has a policy governing credit risk management on trade receivables.

The counterparties for bank balances and derivative financial instruments are mainly represented by large banks with strong credit ratings assigned by international credit rating agencies. These counterparties are subject to approval by the Board of Directors. Group Treasury policy limits the maximum deposit amount with any one counterparty to $100 million or $75 million, depending on the counterparty, and limits the maximum term to three months. The term of the bank deposits is typically less than one month.

Notes to the financial statements
Year ended 31 March 2012

14. Trade and other receivables (continued)

An analysis of financial assets which are past due but not impaired is set out below.

Movement in the provision for doubtful receivables	2012 $m	2011 $m
Balance at the beginning of the year	9.4	5.5
Subsidiary undertakings acquired	-	-
Amounts recovered during the year	(0.8)	-
Utilized during the year	(4.2)	(1.7)
Increase in allowance recognized in the income statement	0.3	5.8
Currency exchange movements	0.2	(0.2)
Balance at the end of the year	4.9	9.4

Ageing of past due but not impaired trade receivables	2012 $m	2011 $m
Less than 30 days	42.7	54.2
30 – 90 days	16.0	12.0
90 – 180 days	5.1	12.1
180+ days	7.1	2.4
Total	70.9	80.7

The Directors consider that the carrying amount of trade and other receivables approximates to their fair value.

15. Non-current assets classified as held for sale

Non-current assets held for sale comprise of North American yellow school buses, which are surplus to requirements and are being actively marketed. Gains or losses arising on the disposal of such assets are included in arriving at operating profit in the income statement. The Group expects to sell such yellow school buses within 12 months of them going onto the 'for sale' list. The value at each balance sheet date represents management's best estimate of their resale value. There are no liabilities associated with these held for resale assets.

16. Trade and other payables

Amounts falling due within one year	2012 $m	2011 $m
Trade payables	210.5	170.8
Other payables	93.7	100.6
Accruals and deferred income	402.6	397.8
Total	706.8	669.2

Trade payables and accruals principally comprise of amounts outstanding for trade purchases and ongoing costs. The average credit period taken for trade purchases is 30 days (2010: 30 days). The Group has controls in place to ensure that all payments are paid within the appropriate credit timeframe.

The Directors consider that the carrying amount of trade payables approximates to their fair value.

Notes to the financial statements
Year ended 31 March 2012

17. Cash and cash equivalents

	2012 $m	2011 $m
Cash and cash equivalents	84.7	90.8

The fair value of cash and cash equivalents matches the carrying value.

18. Long term debt

The Group had the following loan notes issued as at the balance sheet dates:

	2012 $m	2011 $m
Due in less than one year	-	-
Due in more than one year	36.3	34.4
	36.3	34.4

The loan has been classified by reference to the earliest date on which the loan note holder can request redemption. The loan is due in November 2012 and bears interest at a rate of LIBOR plus 1.75%.

Effective interest rates

The effective interest rates at the balance sheet dates were as follows:

	2012 %	2011 %
$250m Parent company borrowing facility	LIBOR + 1.2	LIBOR + 1.2
$1,800m Parent company fixed rate term loans	6.2 to 8.2	6.2 to 8.2
$ 800m Parent company borrowing facility	LIBOR + 0.41	LIBOR + 0.41
$ 71.1m Parent company promissory note	LIBOR + 3.0	LIBOR + 3.0

The original parent company borrowing facility had $250.0m (2011: $177.5m) undrawn at 31 March 2012. The new parent company borrowing facility had $704.7m undrawn at 31 March 2012 (2011: $664.6m). The $1,800m fixed term loans were fully drawn as of 31 March 2011 and 2012. The $71.1m parent company promissory note was fully drawn as of 31 March 2012.

Notes to the financial statements
Year ended 31 March 2012

19. Finance leases

The Group had the following obligations under finance leases as at the balance sheet dates:

	2012		2011	
	Minimum payments $m	PV of payments $m	Minimum payments $m	PV of payments $m
Maturing less than one year	55.8	54.0	42.0	35.3
Maturing more than one year but not more than two years	51.4	48.1	39.1	30.8
Maturing in more than two years but not more than five years	207.8	182.3	127.3	110.7
Maturing in more than five years	113.1	91.2	71.6	64.9
	428.1	375.6	280.0	241.7
Less future financing charges	(52.5)	-	(38.3)	-
Present value of minimum lease payments	375.6	375.6	241.7	241.7

The lease obligations are denominated US Dollars and Canadian Dollars. The US Dollar fixed rate leases of $342.7 m (2011: $235.5m) have an average remaining life of four years and an effective borrowing rate of 3.26% (2011: 3.98%). The Canadian Dollar fixed rate leases of $32.8m (2011: $2.7m) have an average remaining life of four years (2011: one year) and an effective borrowing rate of 4.08% (2011: 7.39%). The Group considers there to be no material difference between the fair value of the finance leases and the carrying amount in the balance sheet.

20. Derivative financial instruments

Financial Risk Management

The most material financial risks faced by the company are liquidity risk and the effects of changes in interest rates and fuel prices. These risks are managed and controlled on a Group wide basis by its ultimate parent company, FirstGroup plc within the context of a set of formal treasury policies established by the FirstGroup plc Board.

Liquidity risk

Liquidity risk is the risk that the Group may encounter difficulty in meeting obligations associated with financial liabilities. As the company is funded by its parent company, the liquidity risk is the same as that for the Group.

The objective of the Group's liquidity risk management is to ensure sufficient committed liquidity resources. The Group has a diversified debt structure largely represented by medium term unsecured syndicated and bilateral committed bank facilities and long term unsecured bond debt. It is a policy requirement that refinancing obligations must be addressed well in advance of their due dates.

20. **Derivative financial instruments (continued)**

Liquidity risk (continued)

Group treasury policy requires a minimum of $250m of committed liquidity headroom at all times within medium term bank facilities and such facilities must be renewed or replaced well before their expiry dates. At 31 March 2012, the total amount of these facilities stood at $1,886.1m (2011: $1,961.8m), and committed headroom was $1,011.3m (2011: $845.4m). Of these facilities, the next material contractual expiry is in December 2015. Largely due to the seasonality of the yellow school bus business, headroom tends to reduce by September and increase again by March.

The average duration on net debt (excluding ring-fenced cash) at 31 March 2012 was 5.5 years (2011: 6.1 years).

Interest rate risk

The company has inter-group debt on which interest is payable at a margin above US Dollar LIBOR. The following sensitivity analysis details the sensitivity of FirstGroup America, Inc. to a 100 basis point increase in US Dollar LIBOR throughout the reporting period with all other variables held constant.

	2012 $m	2011 $m
Effect on profit after tax	(2.5)	(2.6)

Commodity price risk

The Group purchases diesel fuel on a floating price basis in its US and Canadian bus operations and therefore is exposed to changes in diesel prices, of which the most significant element is crude oil price risk. The Group's policy objective is to maintain a significant degree of fixed price protection in the short term with lower levels of protection over the medium term, so that the businesses affected are protected from any sudden and significant increases and have time to prepare for potentially higher costs, while retaining some access for potentially lower costs over the medium term. The Group uses a range of cash flow hedge financial instruments to achieve significant fixed price certainty. During the year to 31 March 2012, the Group was hedged 88% on commodity price risk.

The following analysis details the Group's sensitivity on profit after tax and equity if the price of crude oil had been $10 per barrel higher at the year end.

	2012 $m	2011 $m
Impact on profit after taxation	(4.3)	(1.1)
Impact on hedging reserve	3.5	3.5

20. Derivative financial instruments (continued)

Volume at risk for the year to 31 March 2012 is 1.5m (2011: 1.7m) barrels for which 69% is hedged to diesel price risk. The fair value measurements of the financial derivatives held by the Group have been derived based on observable market inputs (as categorised within Level 2 of the fair value hierarchy under IFRS 7 (2009)).

21. Deferred tax

The following are the major deferred tax liabilities and assets recognized by the Group and movements thereon during the current and prior reporting period.

	Accelerated tax depreciation $m	Other temporary differences $m	Tax losses $m	Total $m
At 1 April 2010	(311.8)	(107.5)	419.4	0.1
(Credit)/charge to income	35.4	(4.9)	0.9	31.4
Credit to equity	-	22.7	-	22.7
Foreign exchange	-	(1.1)	-	(1.1)
At 1 April 2011	(276.4)	(90.8)	420.3	53.1
(Credit)/charge to income	41.3	(50.3)	(10.7)	(19.7)
Credit to equity	-	25.3	-	25.3
Foreign Exchange	-	3.1	-	3.1
At 31 March 2012	(235.1)	(112.7)	409.6	61.8

No deferred tax asset was recognized in 2010 in respect of $2.5 m of capital losses during that year.

22. Provisions

	FSS Loss-Making Reserve $m	Legal and other[2] $m	Insurance claims[1] $m	Total $m
At 31 March 2011	11.2	40.1	488.5	539.8
Foreign currency movement	-	-	(0.4)	(0.4)
Provided in the year	-	12.0	184.5	196.5
Released in the year	-	(3.3)	-	(3.3)
Utilised in the year	(5.9)	(36.7)	(218.7)	(261.3)
Notional interest	-	-	26.2	26.2
At 31 March 2012	5.3	12.1	480.1	497.5

[1] Insurance claims accruals due within one year at 31 March 2012 amounted to $168.0m (2011: $171.0m) and are included in 'accruals and deferred income' within note 16.

[2] Legal and other provisions relate to estimated exposures for cases filed or thought highly likely to be filed for incidents that occurred prior to the balance sheet date. It is anticipated that most of these items will be settled within 10 years. Other items also include provisions in respect of costs anticipated on the exit of surplus properties which are expected to be settled over the remaining terms of the respective leases.

The amount included within provisions represents the estimate of amounts due after more than one year.

Notes to the financial statements
Year ended 31 March 2012

23. Acquisition of businesses and subsidiary undertakings

	2012 Total $m
Goodwill	4.6
Property, plant and equipment	6.5
Other current assets	0.6
Accounts payable	(3.8)
Net debt	(2.4)
Cash paid	5.5

The business acquired during the year to 31 March 2012 was in relation to the purchase of vehicles and ancillary assets of a competitor in the Province of Quebec, Canada.

24. Contingent liabilities

To support operating units in their normal course of business, certain banks and insurance companies have issued performance bonds for $503.0m (2011: $418.4m) and letters of credit for $383.3m (201: $408.4m) and have been indemnified by the UK Parent Company, FirstGroup plc. The letters of credit relate substantially to insurance arrangements in North America.

The Company is party to certain unsecured guarantees granted to banks for overdraft and cash management facilities provided to itself and subsidiary undertakings.

25. Operating lease arrangements

At 31 March 2012, the Group had outstanding commitments for future minimum lease payments under non-cancellable operating leases, which fall due as follows:

	2012 $m	2011 $m
Within one year	80.6	83.7
In the second to fifth years inclusive	117.2	140.4
After five years	69.9	64.3
	267.7	288.4

26. Called up share capital

	2012 $m	2011 $m
Authorised:		
6,000 ordinary shares of $.01 each	-	-
Allotted, called up and fully paid:		
953 ordinary shares of $.01 each	-	-

Notes to the financial statements
Year ended 31 March 2012

27. Retirement benefit schemes

Defined contribution schemes

The Group operates defined contribution retirement benefit schemes for all qualifying employees. The assets of the schemes are held separately from those of the Group in funds under the control of trustees. Where there are employees who leave the schemes prior to vesting fully in the contributions, the contributions payable by the Group are reduced by the amount of forfeited contributions.

The total cost charged to income of $9.5m (2011: $7.7m) represents contributions payable to these schemes by the Group at rates specified in the rules of the plans.

Defined benefit schemes

The Group operates a defined benefit retirement scheme for certain of its employees. These are principally defined benefit schemes under which benefits provided are based on employees' number of years of service and either career average or final salary. The scope of benefits varies between schemes. The assets of the schemes are held in separately administered trusts which are managed independently of the Group's finances by investment managers appointed by the schemes' trustees.

Key assumptions used:

	2012 %	2011 %	2010 %
Discount rate	4.20/4.75	5.25	5.65
Expected return on scheme assets	6.33	6.90	7.40

Amounts recognized in income in respect of these defined benefit schemes are as follows:

	2012 $m	2011 $m	2010 $m
Current service cost	6.9	6.9	3.8
Interest cost	51.6	53.0	48.4
Expected return on scheme assets	(47.1)	(48.4)	(37.7)
	11.4	11.5	14.5

Actuarial gains and losses have been reported in the statement of recognized income and expense.

27. **Retirement benefit schemes (continued)**

The actuarial return on scheme assets was $47.1m (2011: $48.4m).

Defined contribution schemes

The amount included in the balance sheet arising from the Group's obligations in respect of its defined pension schemes is as follows:

	2012 $m	2011 $m	2010 $m
Fair value of schemes' assets	736.4	758.8	789.2
Present value of defined benefit obligations	(1,080.9)	(1,046.5)	(1,034.7)
Deficits in schemes	(344.5)	(287.7)	(245.5)
Liability recognized in the balance sheet	(344.5)	(287.7)	(245.5)

This amount is presented in the balance sheet as follows:

Current liabilities	-	-	-
Non current liabilities	(344.5)	(287.7)	(245.5)
	(344.5)	(287.7)	(245.5)

Movements in the present value of defined benefit obligations (DBO) were as follows:

	2012 $m	2011 $m	2010 $m
At 1 April	1,046.5	1,034.7	873.9
Group service cost	6.9	6.9	3.8
Group interest cost	51.6	53.1	48.4
Actuarial (gain)/loss	104.1	52.9	142.5
Benefit payments	(91.8)	(87.4)	(106.3)
Employee share of change to DBO	3.2	2.5	1.9
Currency loss	(39.6)	(16.2)	70.5
At 31 March	1,080.9	1,046.5	1,034.7

EXECUTIVE SUMMARY

Proposal for

RFP CQ12169/KAM
MetroAccess Paratransit Service for Maryland, Virginia and the District of Columbia

August 24, 2012

"If you cannot do it safely, don't do it!"

First Transit
600 Vine Street
Suite 1400
Cincinnati, OH 45202
[redacted]

www.firsttransit.com

First Transit

First Transit, Inc.
600 Vine Street Suite 1400
Cincinnati, OH 45202
Tel [redacted]
Fax [redacted]

August 24, 2012

[redacted]
Washington Metropolitan Area Transit Authority
Office of Procurement and Materials
Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001

Re: Proposal for Washington Metropolitan Transit Authority, Offer Under Solicitation CQ 12169/KAM, MetroAccess Paratransit Service for Maryland, Virginia and the District of Columbia, VOLUME III

Thank you for the opportunity to provide paratransit service to Maryland, Virginia and the District of Columbia. We are excited for WMATA to consider our proposal and have provided one original and three copies of our Volume III, Contractual, as well as an electronic version, for your review.

Volume III includes all required forms and certifications, information on our Small Business and Local Preference Program compliance and our Insurance Certificate, all meeting the requirements as contained in the RFP.

As a part of our proposal, First Transit will meet the 2 percent SBLPP goal and is subcontracting with the following WMATA self-certified small businesses:

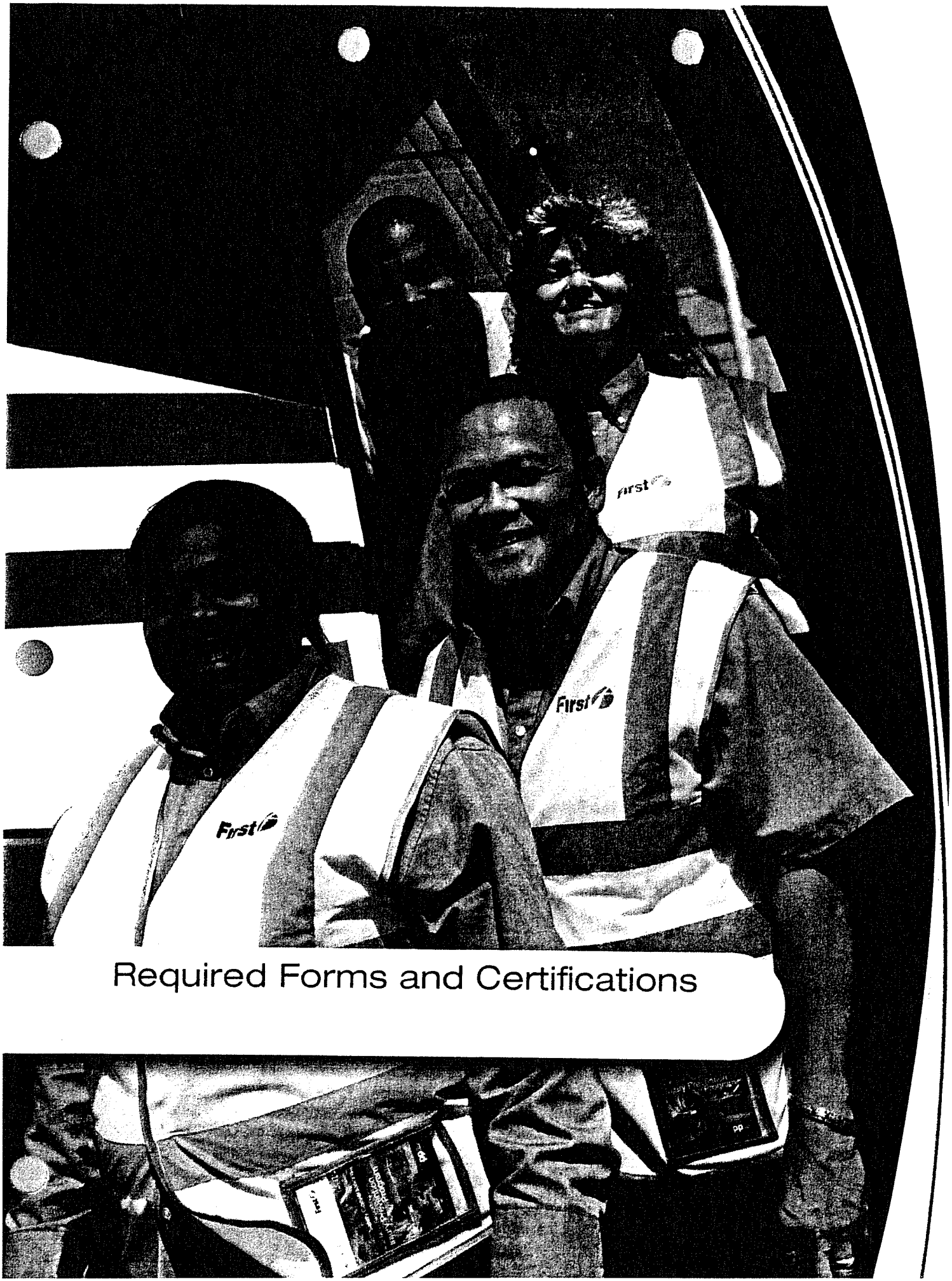
- Star Associates, Inc. (customer service and paratransit operations training)
- Spectrum & Associates, Inc. (vehicle and facility cleaning)
- Heritage Treasurers (uniform supply). We have met the 2 percent SBLPP goal with these subcontractors.

Should you need anything further, please contact our Director of Business Development, [redacted] at [redacted] or email [redacted]@firstgroup.com.

Thank You,

[redacted]

[redacted]
Senior Vice President
First Transit, Inc.



Required Forms and Certifications

metro

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTRACT NO.	SOLICITATION NO.	DATE ISSUED	ADDRESS OFFER TO OFFICE OF PROCUREMENT
	RFP CQ12169/KAM [X] ADVERTISED [ ] NEGOTIATED	June 1, 2012	Office of Procurement 600 Fifth Street, N.W. Washington, DC 20001

SOLICITATION

Sealed offer in original and TWO (2) copies for furnishing the supplies or services in the schedules will be received at Authority until 2:00 P.M. (Hour) local time August 17, 2012 (Date) (amended to August 24, 2012)

If this is an advertised solicitation, offers will be publicly opened at that time.

CAUTION – LATE OFFERS: See paragraph 6 of Solicitation Instructions.

All offers are subject to the following:

1. The Solicitation Instructions which are attached.
2. The General Provisions, which are attached.
3. The Schedule included herein and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications, as are attached or incorporated herein by reference.

Bidder's Phone Number [redacted] **Bidder's Fax Number** [redacted]

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
N/A	**METROACCESS PARATRANSIT SERVICE FOR MARYLAND, VIRGINIA, AND THE DISTRICT OF COLUMBIA** (See continuation of schedule on page 13)	Please see Volume I - Cost/Price Proposal for our pricing information			

DUN & BRADSTREET ID NUMBER: 07-287-6915

OFFEROR

Name and Address (Street, city, county, state, and zip code): First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202

[ ] Check if remittance is different from above — enter such address in Schedule

Name and Title of Person Authorized to Sign Offer (Print or Type): [redacted] Senior Vice President

Signature: [redacted] Offer Date: 8/17/12

AWARD (To be completed by The Authority)

ACCEPTANCE AND AWARD ARE HEREBY MADE FOR THE FOLLOWING ITEM(S):

ITEM NO.	QUANTITY	UNIT	UNIT PRICE

The total amount of this award is $ _____

Name of Contracting Officer (Print or Type) | WASHINGTON METROPOLITAN TRANSIT AUTHORITY | AWARD DATE

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION **RFP CQ12169/KAM**

Amendment Number	1	Dated	6/7/12
Amendment Number	2	Dated	6/19/12
Amendment Number	3	Dated	6/29/12
Amendment Number	4	Dated	7/13/12
Amendment Number	5	Dated	7/30/12
Amendment Number	6	Dated	8/2/12
Amendment Number	7	Dated	8/8/12

Failure to acknowledge receipt of all amendments may render the offer unacceptable.

[redacted]
Signature

[redacted] Senior Vice President 8/17/12
Name & Title Date

REPRESENTATIONS AND CERTIFICATIONS
(NON-FEDERALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

REPRESENTATIONS

Instructions: Check or complete all applicable boxes or blocks on this form and submit it with your offer.

1. TYPE OF BUSINESS ORGANIZATION

By submission of this offer, the offeror represents that it operates as [ ] an individual, [ ] a partnership, [ ] a limited liability company, [ ] a joint venture, [ ] a nonprofit organization, or [X] a corporation, incorporated under the laws of the State of Delaware.

2. AFFILIATION AND IDENTIFYING DATA

Each offeror shall complete (a), (b) if applicable, and (c) below, representing that:

(a) It [X] is, [ ] is not, owned or controlled by a parent company. For this purpose, a parent company is defined as one which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority, i.e., more than 50 percent, of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the offeror, such other company is considered the parent of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.

(b) If the offeror is owned or controlled by a parent company, it shall insert in the space below the name and main office address of the parent company:

Firstgroup America
Name of Parent Company
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202
Main Office Address (including ZIP Code)

(c) If the offeror has no parent company, it shall provide in the applicable space below its own Employer's Identification Number (E.I.N.), (i.e., number used on Federal Tax Returns or, if it has a parent company, the E.I. No. of its parent company).

Offeror E.I. Number: 23-1716119 or, Parent Company's E.I. Number: 52-2205403

(d) If a Data Universal Numbering Systems (DUNS), number has not been established for the address entered on the Solicitation, Offer, and Award Form, the Authority will arrange for the assignment of this number after award of a contract and will notify the Contractor accordingly.

CERTIFICATIONS

3. COVENANT AGAINST GRATUITIES

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the Authority with the

view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

4. CONTINGENT FEE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(a) It [ ] has, [X] has not, employed or retained any company or persons (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this contract, and

(b) It [ ] has, [X] has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or with any other competitor, as to any matter relating to such prices;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to the opening of bids (in the case of a sealed bid solicitation) or prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify.

6. NONDISCRIMINATION ASSURANCE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement that it will not discriminate on the basis of race, color, creed, national origin, sex, age in the performance of this contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certification, without modification, in all subcontracts and purchase orders.

view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

4. CONTINGENT FEE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(a) It [ ] has, [ ] has not, employed or retained any company or persons (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this contract, and

(b) It [ ] has, [ ] has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or with any other competitor, as to any matter relating to such prices;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to the opening of bids (in the case of a sealed bid solicitation) or prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify.

6. NONDISCRIMINATION ASSURANCE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement that it will not discriminate on the basis of race, color, creed, national origin, sex, age in the performance of this contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certification, without modification, in all subcontracts and purchase orders.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
8201 Ardwick-Ardmore Road, Hyattsville, MD 20785

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE
AM 002	June 19, 2012

3. ISSUED BY PURCHASING SECTION	4. ADMINISTERED BY (If other than block 3)
[redacted] Office of Procurement & Materials 600 Fifth Street, N.W. Washington, DC 20001 [redacted]@wmata.com	

5. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and Zip Code)	6. FORM TYPE (Check only one)
First Transit, Inc. 600 Vine Street, Suite 1400 Cincinnati, Ohio 45202	[X] AMENDMENT OF SOLICITATION NO. RFP CQ12169/KAM DATE June 1, 2012 (See block 7) [ ] MODIFICATION OF CONTRACT/ORDER NO. _____ DATE _____ (See block 9)

7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning 1 copy of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

8. ACCOUNTING AND APPROPRIATION DATA (If required)

9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) [ ] This Change Order is issued pursuant to _____
The Changes set forth in block 10 are made to the above numbered contract/order.

(b) [ ] The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.

(c) [ ] This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 10.

10. DESCRIPTION OF AMENDMENT/MODIFICATION:

The following responses are being provided to RFP CQ12169/KAM following the Pre-Proposal Conference:

A. The Price Proposal is revised. The revised text requires Service Delivery Proposers to use Line 1 of the Service Delivery price proposal tables for the rate breakdown and as the basis for total annual cost. Operations Control Center proposers are directed to use Line 2 and Quality Assurance proposers are directed to use the sum on Line 2 and Line 9 from their respective price proposal tables as the basis for the fixed rate breakdown and total annual cost information. Replace the original Price Proposal, pages 226 – 256 with the attached revised Price Proposal pages 226 - 256.

Except as provided herein, all terms and conditions of the document referenced in block 6 as heretofore changed, remain unchanged and in full force and effect.

11. [X] CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS AMENDMENT AND RETURN 1 COPY TO ISSUING OFFICE WITH PROPOSAL	[ ] CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT

12. NAME OF CONTRACTOR/OFFICE First Transit, Inc.	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
BY [redacted] (Signature of person authorized to sign)	BY [redacted] (Signature of Contract Administrator)
13. NAME AND TITLE OF SIGNER (Type or print) [redacted] Senior Vice President	14. DATE SIGNED 8/17/12
16. NAME OF CONTRACTING OFFICER (Type or print) [redacted]	17. DATE SIGNED 6/18/12

B. A site visit to the WMATA OCC and Vehicle Inspection is scheduled for Wednesday, July 11th at 10:00 A.M. at 6505 Belcrest Road, Suite 501, Hyattsville, MD 20782.

C. The Small Business & Local Preference Program Goal is 2%. A Small Business Plan is required as part of your proposal submittal (see pages 19-21of the RFP).

D. The Insurance Requirements heading used on page 76 Metro Access Call Center is the same as in the Scope of Services Part V, page V-1 MetroAccess Operations Control Center. The Insurance Requirements heading used on page 78 Metro Access Operations & Maintenance is the same as in the Scope of Services Part VI, page VI-5 Service Delivery.

E. Page 15 of the RFP has questions due fourteen days prior to receipt of proposals and page 16 has ten days. The correct time for receipt of final questions is fourteen days prior to receipt of proposals which is no later than August 3rd at 2:00 P.M.

F. Attached is the Sign in sheet with the list of attendees that were at the Pre-Proposal Conference.

-END OF AMENDMENT 002-

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, N.W., Washington DC 20001

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE
AM 004	July 13, 2012

3. ISSUED BY PURCHASING SECTION	4. ADMINISTERED BY (If other than block 3)
[redacted] Office of Procurement & Materials 600 Fifth Street, N.W. Washington, DC 20001 [redacted]@wmata.com	

5. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and Zip Code)	6. FORM TYPE (Check only one)
First Transit, Inc. 600 Vine Street, Suite 1400 Cincinnati, Ohio 45202	[X] AMENDMENT OF SOLICITATION NO. RFP CQ12169/KAM DATE June 1, 2012 (See block 7) [ ] MODIFICATION OF CONTRACT/ORDER NO. _____ DATE _____ (See block 9)

7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning 1 copy of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

8. ACCOUNTING AND APPROPRIATION DATA (If required)

9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) [ ] This Change Order is issued pursuant to _____
The Changes set forth in block 10 are made to the above numbered contract/order.

(b) [ ] The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.

(c) [ ] This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 10.

10. DESCRIPTION OF AMENDMENT/MODIFICATION:

RFP CQ12169/KAM:

A. This Amendment does not alter the Solicitation Document. Attached are questions submitted by interested parties and WMATA's responses which provide additional information and/or clarifications to the information contained in the Solicitation Document. The purpose of this Amendment is for acknowledgement of the additional information and/or clarifications.

B. Responses to omitted or recently submitted questions will be forthcoming.

-END OF AMENDMENT 004-

Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.

11. [X] CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS AMENDMENT AND RETURN 1 COPY TO ISSUING OFFICE WITH PROPOSAL.	[ ] CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
12. NAME OF CONTRACTOR/OFFEROR First Transit, Inc. BY _____ (Signature of person authorized to sign)	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY _____ (Signature of Contracting Officer)

13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print)	17. DATE SIGNED
[redacted] Senior Vice President		[redacted]	7/13/12

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, N.W., Washington DC 20001

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION	2. EFFECTIVE DATE
AM 005	July 30, 2012

3. ISSUED BY PURCHASING SECTION	4. ADMINISTERED BY (If other than block 3)
[redacted] Office of Procurement & Materials 600 Fifth Street, N.W. Washington, DC 20001 [redacted]@wmata.com	

5. CONTRACTOR
NAME AND ADDRESS
First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202

(Street, city, county, state, and Zip Code)

6. FORM TYPE
(Check only one)

☒ AMENDMENT OF SOLICITATION NO RFP CQ12169/KAM
DATE June 1, 2012 (See block 7)

☐ MODIFICATION OF CONTRACT/ORDER NO. _____
DATE _____ (See block 9)

7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning 1 copy of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

8. ACCOUNTING AND APPROPRIATION DATA (If required)

9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 10 are made to the above numbered contract/order.

(b) ☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.

(c) ☐ This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 10.

10. DESCRIPTION OF AMENDMENT/MODIFICATION:
RFP CQ12169/KAM:

A. This Amendment does not alter the Solicitation Document. Attached are questions submitted by interested parties and WMATA's responses which provide additional information and/or clarifications to the information contained in the Solicitation Document. The purpose of this Amendment is for acknowledgement of the additional information and/or clarifications received by 12 Noon July 20, 2012.

B. Responses to omitted questions will be forthcoming.

-END OF AMENDMENT 005-

Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.

11. ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS AMENDMENT AND RETURN 1 COPY TO ISSUING OFFICE WITH PROPOSAL.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT

12. NAME OF CONTRACTOR/OFFICE First Transit, Inc.

BY [redacted]
(Signature of person authorized to sign)

13. NAME AND TITLE OF SIGNER (Type or print) [redacted] Senior Vice President

14. DATE SIGNED 8/17/12

15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

[redacted]
(Signature of Contract Administrator)

16. NAME OF CONTRACTING OFFICER (Type or print) [redacted]

17. DATE SIGNED 7/30/12

Item #	Topic / Category / Area	Question and Answer
244	Staffing	Q: Anticipating skyrocketing health insurance costs due to the mandatory Health Care law and the past history of the majority of MetroAccess Operators opting out of current health insurance plans , will provider employees be able to participate in WMATA's own employee health insurance plan? If not, will WMATA make any contribution to the health insurance costs of MetroAccess providers? **A: No, contractor employees cannot participate in the WMATA employee benefit plans. No, the cost of contractor employee benefits will be borne solely by the contractor.**
245	Taxi	Q: Will WMATA consider moving taxi provider selection until after the service and OCC contractors are selected? The reason for this request is that it is very difficult for a potential service provider to work out a relationship with a taxi provider because, as clarified in Amendment 3, the service providers will have nothing to do with the decisions on taxi scheduling or utilization. Since all taxi provider control will flow from the OCC it makes more sense to either have those relationships established between OCC and the Taxi companies, or even between WMATA and the taxi companies. Since the service providers are basically not in the picture for utilization or scheduling it seems unusual that they should be establishing the relationships because they are not in a position to answer the most basic questions about how the taxi will be employed. **A: No, contractors are responsible for selection of qualified taxi subcontractors, and supervising and ensuring their ongoing compliance with contractual and performance requirements.**
246	Taxi	Q: Will the taxi providers be restricted to picking up in only the areas where they are licensed to pick up? In many areas of the country where taxi is used extensively for ADA paratransit the taxi providers, when performing ADA trips, are able to pick up anywhere in the area of responsibility for the public agency providing the ADA service. This is one of the first questions that taxi providers have when considering participating in this program. **A: Taxi service providers must conform to jurisdictional requirements.**
247		Q: Do the WMATA owned MDC's have turn by turn navigation support for the driver? **A: Yes**
248	SD	Q: Concerning amendment three, answer number 25, can you also include the customer's requested times for these trips? Also in lieu of address, please consider including the requested longitude and latitude as highly preferred, which is much more specific and eliminates errors and geocoding entirely. Also in the file, it is important if all possible to include trips which were scheduled but later "no-trip" or "canceled after scheduled" and of course the trip status (complete, canceled no-trip), for an accurate sample. Finally if you can include the assigned run number, this would also be very useful to evaluating the service. **A: All information on this subject is provided in the response to Item 25 contained in Amendment 003, which is available on request via CD from [redacted]@wmata.com.**

249	Facilities	Q: The information needed to evaluate potential facilities (locations and sizes) before the proposal due date is urgently needed: The RFP calls "Operating from multiple garage (dispatch) locations that minimize deadhead . . ." (2.1, page VI-8), and also requests all proposes to submit proposals for 100% of the total service. There is presently insufficient information in the RFP to gauge location and facility size throughout the service area. In a previous Q & A, trip information was requested and is forthcoming, and we supplemented this question to include run numbers. This will solve this problem, but unless this is forthcoming very soon, due to the time required to locate potential facilities, can WMATA issue an amendment soon with a list of the 1st pick up locations for each run for a sample week of service? Even if the routing and scheduling changes somewhat (due to better routing, new contractor, relocated facilities, etc.) this will at least give us something to work a range around for the facility search. If not forthcoming soon, will WMATA provide a delay in the due date to give proposers time to evaluate facility locations and sizes? **A: No.**
250	Taxi Appendix	Q: Please list the specific DOT requirements being referred to in section II.A.ii (ABILITY TO MEET POLICY AND CONTRACT REQUIREMENTS; Operator Hiring Requirements; DOT-) **A: No, proposers are expected to be familiar with and operate under all applicable regulatory requirements.**
251	Taxi Appendix	Q: Appendix I states: "Taxi firms must submit written proposals..." Please clarify WMATA's intentions regarding submittal requirements for taxi firms. Is WMATA simply requesting documented evidence of compliance with the requirements set forth in Appendix I, or is there a specific proposal format for prospective taxi subcontractors? **A: Yes, only evidence of compliance is required.**
252	Taxi Appendix	Q: With respect to section II.B.i (General Liability; 2nd bullet): a limit of $1,000,000 for fire and personal injury/advertising liability is considerably higher than that commonly held by a taxi company. Since taxi subcontractors will not be co-located with WMATA facilities and will not be utilizing WMATA assets, would the Authority consider accepting a more reasonable limit for this specific coverage? **A: WMATA will permit the contractor to require lower GL limits of its taxi subcontractors, provided the taxi subcontractor procures and maintain a separate GL insurance policy (i.e. not combined with the required AL insurance) with limits of not less than $250,000 per occurrence and $500,000 in the annual aggregate.**
253	Taxi Appendix	Q: The answer provided to question 63 of Amendment 003 states: "Reassignment of trips between providers to include taxi subcontractors is the sole purview of the OCC Contractor". Given that all trip assignments will therefore emanate from the OCC Contractor, how does the Authority define the operational relationship between a service provider contractor and its taxi subcontractor? **A: The Service Delivery contractors are expected to supervise and ensure compliance of the taxi subcontractors with the contractual requirements. Please also refer to the response to Question 245.**

254	Taxi Appendix	Will the Authority consider permitting a taxi subcontractor to establish a video conference link between the taxi company dispatchers and the OCC; ensuring near real-time communications to facilitate "right-away" trips as the result of trip movements? **A: Yes.**
255		Q: Request copies of all pricing pages in Excel format. **A: Please refer to the response to Question 15 in Amendment 003.**
256	SD	Q: Request the following information (in MS Excel or comparable format) for a one week period which includes no holidays or unusual weather events: a. Pick-up and drop-off addresses (or latitude/longitude data for each trip; and number of passengers (broken down by riders, PCA's and companions) for each trip. b. Scheduled pick-up times for each trip. c. Actual pick-up and drop-off times for the same trips. **A: Please refer to the response to Question 25 in Amendment 003.**
257	Small Business	Q: Please provide the names, contact information, and services performed for all small business entities currently providing service to the incumbent. **A: Please refer to the responses to Questions 221 and 222 in Amendment 004.**
258	Price Pages	Q: Regarding Amendment 002: We have a question concerning the "fixed rate cost component detail" sheet for the Quality Assurance pricing. The Service Delivery and Operations Control Center sections only have one rate each, hours and calls, respectively. But the Quality Assurance price sheet has two components: hours and trips. It is not clear to us how page 255 should be used to provide the rate detail for both hours and trips. Should we use two sheets for Quality Assurance: one that would provide the detail for hours and the other than would provide the detail for trips? **A: The instructions for completing the Fixed Rate Detail sheets are contained on Page 227 in Amendment 003. As stated in this amendment, proposers must use the sum of Line 3 and Line 12 from the Quality Assurance pricing tables as the basis for providing the detailed breakdown.**
259	QA	Q: Section 4.1 Quality Assurance (QA) section (under The Administrative QM Responsibilities #5) states that the Contractor would "review and monitor manifest reconciliation process". However, this process does not seem to be detailed in the RFP documents. What does the monitoring of this process entail? **A: Proposers are expected to understand basic quality assurance functions for this type of service; no further information will be provided.**
260	QA	Q: Section 9.1 Complaint Investigation, Resolution, and Correspondence states that complaints are housed in the Trapeze COM application. If all reporting, documentation, etc. is housed in this system, would the Contractor have access to it, or would everything be located in DC? **A: Yes.**

261	QA	Q: The statement, "Accordingly, the Contractors shall notify customers who wish to file complaints directly with the Contractors that their complaints should be filed with WMATAS's CSVC implies that complaints are lodged through WMATA. Will the contractor only be fielding complaints reported TO WMATA which would then be sent to the QA contractor? Please clarify. **A: WMATA expects that all complaints will be logged with WMATA's Customer Service department. If complaints are logged directly with the contractor, the contractor will be required to promptly provide the complaint information to the WMATA Customer Service department.**
262	SD	Q: Section 14.1 Safety Measurement System: Will the Contractor have access to this system? **A: Yes.**
263	QA	Q: Management of the Late Cancellation and No show Review: This process entails sending letters to riders regarding late cancellation and no show behavior. Would these letters generate from the Trapeze system? **A: Yes.**
264	OCC	Q: PART V SCOPE OF SERVICES – MetroAccess Operations Control Center – Section 2.42 Quality Call Monitoring and Communications Review – this is under the Operations Control Center section but is usually a Quality Management function. If not awarded this portion of the contract, would the Contractor be required to monitor calls? **A: Yes, WMATA expects the OCC contractor to monitor its call handling personnel.**
265	OCC	Q: Section 5.2.5 under this section references 4.0 valid complaints per 1,000 trips requested, but then states 3.0 per 1,000 trips requested, BOTH of which do not match up the Performance Standards Summary (5.1) where it states 5.00 valid complaints per 1,000. Please clarify. **A: Five is the minimum standard (and liquidated damages threshold), four is the goal, and three is the incentive threshold; a conversation occurs above a level of four.**
266	SD	Q: Is it possible that we may receive a copy of the manifest for the 2011-12? **A: No.**
267	SD	Q: What version of Trapeze PASS is currently being utilized? **A: Please refer to the response to Question 50 in Amendment 003.**
268	SD	Q: Does WMATA utilize transfers between providers? If so, does WMATA utilize the Trapeze para-to-para module? **A: No.**
269	SD	Q: What message types are currently being utilized for outbound messaging? **A: This information is not available.**
270	SD	Q: What is the utilization rate for confirm? Cancel? **A: This information is not available.**
271	SD	Q: What is the current validation rate for the MDCs? **A: This information is not available.**

272	SD	Q: What is the polling rate for AVL data? **A: This information is not available.**
273	SD	Q: Could you please provide the following information in an electronic format for an average week? • SchID • LDate • Provider • Garage • Route • BookingID • LegID • ClientID • EvOrder • Activity • Schedule Status • Schedule Early • Schedule Time • Schedule Late • Estimated Time • Actual Arrive • Actual Depart • Appointment Time / Req Late • Address Name • Address Type • Address • City • State • Zip Code • Lat • Lon • Actual Lat • Actual Lon • Odometer • Booking Type • Sub Type • Direct Distance • Mobility Aids • Purpose • SpaceType • PassOn • SpaceOn • PassOnBoard • SpaceOnBoard • SlackTime • DeadHead **A: No.**
274	QA	Q: How is the Mystery Rider program currently provided? **A: This information is not available.**
275	QA	Q: Within the current Mystery Rider Program, have obstacles to getting reliable reports been identified? How have they been resolved? **A: This information is not available.**
276	QA	Q: Since only individuals certified by WMATA may use MetroAccess, are Mystery Riders currently taken from this audience? **A: Yes.**
277	QA	Q: What role have advocacy groups played in the Mystery Rider program? **A: This information is not available.**
278	SD	Q: Who is responsible for the maintenance and replacement of existing MDTs? **A: The Service Delivery contractors.**
279	OCC	Q: We understand, based on the RFP, that the Service Delivery Contractor is responsible for taxi management, although the scheduling will be provided by the Operation Control Center Contractor. Are we correct in this understanding and can you clarify this designation? **A: Yes; no clarification will be provided.**
280	General/Special Provisions	Q: What is WMATA's expectation regarding adhering to the living wage requirement as described and the CBA, as the two are not the same. **A: WMATA expects the contractors to follow the Living Wage requirement; the CBA was provided for information purposes only.**
281	SBE	Q: Since the SBE documentation will include some financial information (contract amounts and percentages, etc.), should that information be included in Volume 1, Cost Proposal, as opposed to Volume 3, Contractual? **A: Please refer to the response to Question 111 in Amendment 004.**

282	General/Special Provisions	Q: Page 7 of the RFP lists Bond Requirements as mandatory for Volume 1, yet page 81 indicates that there are no bond requirements for this contract. Please confirm that there are no bonding/surety requirements for this contract. **A: Please refer to the response to Question 42 in Amendment 003.**
283	General/Special Provisions	A: On page 21, it indicates that one unbound original and 12 copies of Volume 1 – Price Proposal are required. Then in the actual price proposal information, (both in the original version and in amendment 2), it indicates that only one original and three copies of the Price Proposal are required. Please confirm which is correct and how many copies of Volume 1 – Price Proposal are required. **A: Please refer to the response to Question 171 in Amendment 004.**
284	Price Pages	Q: (a) Can WMATA reconsider the requirement for proposers to only prepare a price proposal on 100% of the service hours, when the resulting service is at most 50%., which will dictate our true cost? The current scheme does not allow us to put our best value pricing in front of WMATA for the evaluation, and does not recognize the serious issues in the service area concerning facility availability and presents other pricing anomalies on the price proposal form. Please take into account the very real examples of providers with facilities and other resources that are ideal for operation of 50% or less than the entire service and ready to propose a best value Service Delivery plan on that portion. This introduces high incremental costs to achieve a hypothetical 100% service level, hiking total and average cost substantially over what they would be pricing in a realistic Service Delivery plan. Also, evaluating only the hypothetical 100% until negotiations (i.e., amendment #3 answer #1) introduces the potential for tremendous error in the award process, since each proposal is not being initially evaluated on true best value pricing for the probable range of hours to be operated. **A: The Price Proposal was revised in Amendment 003. The changes included an expansion of the number of pricing ranges in response to concerns raised by prospective proposers. As amended, the pricing ranges are from 10% to 25% of the current amount of revenue service hours at the low end to from 120% to 140% of the current amount of revenue service hours on the high end of the service level ranges. Service Delivery proposers are required to provide a rate for each of the service level ranges and to complete the Fixed Rate Detail sheet based on Line 3 of the pricing tables (Line 3 corresponds to 40% to 60% of the current revenue service hours). This information must be provided for evaluation purposes regardless of the amount of revenue service on which the proposer is basing its proposal. The proposer should indicate the amount of revenue service on which it wishes to propose in its Technical submittal along with all of the relevant information on how it will provide that level of service. Proposers are cautioned that the proposed amount of revenue service on which they may propose, may neither be less than 10% of the current revenue service hours nor greater than 50% of the current revenue service hours. Prospective proposers will NOT be required to provide a greater amount of revenue service than is identified in their Technical proposals.**

285	Contract Structure	Q: Would WMATA please reconsider the absolute prohibition against subcontracting to transportation providers other than taxicab companies? On a contract of this breadth and depending on how the Service Delivery options are proposed and evaluated, there are companies that can bring very important cost effective resources to this service that might be lost if subcontracting is not considered as an option. Moreover, again depending on how Service Delivery options proposed and evaluated (and including the potential requirement for proposing 100% of the service), the potential impact of these RFP requirements will be locking out smaller transportation companies from participating on this contract. **A: No, the only passenger service related subcontracting allowed is taxi service.**
286	Price Pages	Q: Please clarify responses to the number of hours a potential Service Provider shall submit. During the Pre-Bid, it was stated, and is in the RFP, that proposers must bid on the entire hourly range as specified in published documents. However, in the latest Amendment #4: · Answer to Question 136 does not state a number of hours. · Answer to Question 160 does not state a number of hours · Answer to Question 192 indicates a contractor can select the number of hours to bid · Question 197 indicates "up to 50% of service hours However, the answer to question 223 seem to indicated proposers can only propose on 50% of the revenue hours. "proposers may only propose on 50% of the service hours in the initial proposal", yet the pricing sheets in earlier amendments do not specific the number of hours a contractor "can" bid on. Should the state above be revised to explain a "proposer can bid UP TO 50% of the service hours outlined in the revised pricing sheets"? Could you please clarify. **A: The responses referenced above were made to questions that presented different pricing scenarios provided by prospective proposers. Certain of the responses do not reference a specific number or percentage of revenue service hours because the question does not call for such a response.**
287	SBE	Q: Can you please email me a list of your current self-certified small business taxi providers? **A: 1) Diversified Transportation Services, Inc.; 143 Kennedy Street, NW, Suite 14 Washington DC [redacted] ride@diversifiedtransportation.net; 2) K & V Limousine Service, LLC; 15532 Old Columbia Pike Burtonsville MD; [redacted] [redacted]info@kvlimo.com; 3) Redstone Group, LLC; 18501 Carriage Walk Circle Gaithersburg MD; [redacted] oma1216@gmail.com.**

288	Insurance	Q: What amount of business automobile liability insurance should the contractor bidding on this RFP have? Page 78 states $2,000,000 minimum combined single limits, Page 81 states $5,000,000 minimum combined single limits, Page 83 states $2,000,000 minimum combined single limits. **A: The different amount are for the three service functions. Page 78 is for OCC proposers; Page 81 is for Service Delivery proposers and Page 83 is for QA proposers.**
289	Vehicle Cost	Q: What was the original cost of the vans the contractors will use (this information is needed to obtain a replacement cost for insurance)? **A: $45,000.**
290	Price Pages	Q: Must a Proposer Technical Proposal be based on 100% or 50% of the Delivery Service Portion? **A: Please see the responses to Questions #284 and #286. Proposers may indicate the amount of service they wish to provide within the ranges of the price proposal document. The lower limit is 10% and the upper limit has always been no more than 50%.**
291	Taxi	Q: There is a reference in the RFP; "As part of the Technical Proposal, the Contractor shall submit a Taxi Service Plan including a summary of the Taxi Contract Requirements Reference Sheet. (CDRL SD-3)" Is this the qualification document regarding is on line as Appendix 1? **A: Please refer to the response to Question 141 in Amendment 004.**
292	General	Q: At various times, federal, state and local governments consider laws, rules and regulations which require an increase to the minimum wages or benefits mandated for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for an application for increased compensation. For example, in the state of Massachusetts recently passed a law requiring employers to provide a certain level of health insurance. California is considering similar legislation. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations. **A: A dialogue will occur between WMATA and its Contractors any time that contractual requirements are expected or required to change, and the Authority will determine if any adjustments are warranted based on the magnitude of the change and the degree to which it varies from the prevailing requirements and inherent obligations.**
293	General	Q: At this time, there remains significant unknowns regarding the specifics of the new federal health care legislation. Please provide direction regarding whether or not the bidders should attempt to contemplate these costs in its bid or, once more information is known, will the agency be open to discussions regarding the costs associated with this new law? **A: Yes, bidders should attempt to contemplate these costs in their bids; the agency will be open to discussions of related costs about these new laws.**

295	General	Q: Does 5333(b) of Title 49, regarding Transit Labor Protection (formerly Section 13(c) apply to this contract? **A: Bidders are expected to seek out their own information on this subject.**
296	General	Q: Please specify the number of telephone lines required and specify the kind of data lines (T-1, TDD, dial-up, etc.) required, if any. **A: Infrastructure for the OCC is provided by WMATA.**
297	General	Q: WMATA has enforced $175,000 of LD's in the past 12 months. Please clarify if the liquidated damages for this new RFP differ from the current contract. **A: The LD's from both the existing contract and RFP are self-explanatory.**
298	General	Q: How many vehicles will be made available to an incoming Contractor to perform training during the start-up period? **A: This will be a post-award discussion.**
299	General	Q: Do any of the Authority provided vehicles have remaining or extended warranty on any of the components? **A: Yes, many are still in warranty as evidenced by the age in the fleet listing provided. No extended warranties.**
302	17.b.2 Pre-award Information; Original RFP page 20	Q: If the proposer is a subsidiary of another entity, is the financial statement submitted for the parent or the subsidiary bidding, or both? **A: Both.**
303	23. Proposal Evaluation Criteria; Original RFP page 25	Q: The current evaluation criteria factors for equal weight in scored items: I. Operating Plan and Procedures, II. Project Management, & 3. History of Past Performance. Please confirm that our interpretation is correct. **A: This information will not be provided.**
304	23. Proposal Evaluation Criteria; Original RFP page 25	Q: Should bidders write their service delivery technical proposal with the assumption that they are operating 100% of the service or 50% of the service? **A: 50% or less. The revised price pages reflect line items with incremental levels of service volume. Contractors should provide pricing for all levels of volume in which they are proposing to operate. The levels above 50% are included for evaluative purposes only against potential growth of the system over the 10-year performance period.**
305	23. Proposal Evaluation Criteria; Original RFP page 25	Q: Will bidders receive higher technical scores if they hire from the current experienced operator pool at their current wages and benefits? **A: The RFP makes no such assertion, but contractors are asked to specify in their technical proposals how they will attract and retain a qualified work force.**

306	23. Proposal Evaluation Criteria; Original RFP page 25	Q: We noticed that a firm's experience is not considered in the evaluation criteria. Will WMATA consider a firm's experience in their evaluation and scoring? If so, where does this experience get factored in the process? As the RFP is written today does a firm with no experience operating similar systems of complexity and scope would rank the same as a firm who has more relevant experience. **A: Incorrect. The evaluation criteria includes "History of Past Performance," which should be viewed as experience.**
307	26. Price Proposal Evaluation; Original RFP page 29	Q: Please clarify exactly how the prices will be evaluated, i.e. will only the price for base years 1-5 be considered or the full ten year contract term cost be considered? **A: All 10 years.**
308	3.a Assignment; Original RFP page 40	Q: Is the section applicable if the shares of a contractor are sold? For example, if a contractor is a public or private company and its shares are sold to another party during the term, does this require WMATA's consent? **A: No, but all terms and conditions of the contract will become the obligation of the buying entity.**
309	9. Contract Work Hours and Safety Standards Act-Overtime Compensation; Original RFP page 44	Q: Does the Contract Work Hours and Safety Standards Act referenced in the RFP apply to transportation/service contracts or does this act apply to construction contracts? Does this act cover employees providing any of the service components identified in the RFP (including drivers)? **A: The applicability of the Act is set for in WMATA Compact Section 64, 40 USC § 3701(b) and 29 CFR § 5.2 and generally applies to contracts for construction, alteration or repair, including painting and decorating, of projects, buildings, and works. Offerors should seek advice from counsel as to whether the Act applies to any of the work to be performed under the contract. The WMATA Compact is available at http://www.wmata.com/about_metro/docs/Compact_Annotated_2009_final.pdf**
310	42. Termination for Convenience of the Authority; Original RFP page 64	Q: Will the Authority include language in the RFP/contract that allows the Contractor the right to terminate for convenience? If so, please provide language so that all bidders may review. **A: No. Termination is solely at the discretion of the Authority.**
311	11. Pre-Employment Criminal Background Check Requirement; Original RFP page 73	Q: In the event WMATA erroneously rejects an employee for operating on the WMATA contract and the employee sues the contractor, who is responsible for the costs of defense and/or settlement? **A: The contractors shall hold WMATA harmless, and all employees performance service under this RFP are employees of the contractor. All related obligations are therefore that of the contractors. Our process will allow the candidate an opportunity to know the reason for the rejection and to correct any misinformation on file.**
312	11. Pre-Employment Criminal Background Check Requirement; Original RFP page 73	Q: In the event a court finds that WMATA's criminal background checks violate equal employment opportunity laws and litigation results, who is responsible for the cost of defense and/or settlement? **A: Offerors should seek advice from counsel as to potential liability.**

313	11. Pre-Employment Criminal Background Check Requirement; Original RFP page 73	Q: Will WMATA require periodic re-examination of an employee's criminal background, or will this only occur at the start of employment? If this occurs later, and WMATA requires the removal of the employee but the labor agreement does not allow such action, who is responsible? **A: No contractor labor agreement can supersede WMATA's contractual requirements.**
314	11. Pre-employment Criminal Background Check Requirement; Original RFP page 73	Q: Will the cost of employee time required to complete the pre-employment checks with WMATA be reimbursed by WMATA? **A: No.**
315	15. Indemnification & General insurance Requirements; Original RFP page 76	Q: Will WMATA allow Contractor to self insure for its own personal property and/ or facility improvements or is the contractor required to purchase insurance? If required to purchase such insurance, is there a limit on the deductible? In the event of a catastrophic loss to the entire call center, is there insurance provided to replace all of the WMATA assets? **A: Yes, provided the Contractor does not bring any personal property of value in excess of $500,000. If the call center suffered a catastrophic loss, WMATA's insurance would cover the replacement cost of the structure and WMATA's personal property, but there will be no coverage for any of the Contractor's personal property unless it is in WMATA's care, custody and control.**
316	15. Indemnification & General insurance Requirements; Original RFP page 76	Q: Will the contractor also be required to obtain insurance on WMATA owned property used by contractor (i.e., computers) or is such insurance provided by WMATA? If provided by WMATA, please provide the limits and deductibles. **A: No, the only WMATA owned property in the Contractor's care, custody and control for which the Contractor will need to purchase insurance is Automobile Physical Damage (i.e. Collision and Comprehensive).**
317	15. Indemnification & General insurance Requirements; Original RFP page 78	Q: The insurance requirements for Metro Access Operations and Maintenance state WMATA will be responsible for any covered losses within WMATA's $2 million self-insured retention and all covered losses exceeding the WMATA policy limits. The term "covered losses" implies that some losses would not be covered. Please explain what types of losses would not be covered losses. **A: The exception to the Contractor's full and unilateral indemnification in favor of WMATA will apply only to loss covered by the Automobile Liability insurance which WMATA will purchase specific to its Access Service, subject to the terms, conditions, and exclusions on the policy. Since Automobile Liability is one of the most controlled lines of insurance (i.e. coverage is specified by insurance regulation) with coverage applicable to virtually all liability resulting from the ownership and use of licensed road vehicles, it is difficult to specify bodily injury or property damage that would not be covered thereto. Furthermore, the Automobile Liability insurance will have an expanded definition of on and off loading to include the door to door service to the patrons.**

318	15. Indemnification & General insurance Requirements; Original RFP page 78	Q: The RFP states "Contractor's indemnity obligation is limited to loss that is not covered by the WMATA-procured Metro Access-specific Excess Auto Liability insurance policy ("the WMATA policy")." Will the Contractor be required to indemnify WMATA for claims falling within the $2 million SIR and exceeding the WMATA policy limits? If not, will WMATA add language stating that WMATA will indemnify the contractor for all losses within the $2 million SIR and losses exceeding the WMATA policy limits (currently $8 million). **A: Automobile liability loss is covered by Automobile Liability insurance irrespective of an insurance recovery because the value of the loss was: 1) not sufficient to penetrate the attachment point of insurance, or 2) exhausts the limits. The limitation in the indemnification obligation is base not upon an insurance recovery, rather it is based on the loss being covered under the terms and conditions of the Automobile Liability insurance. As such, there is no need for WMATA to provide an affirmative indemnity for automobile liability which either falls within the SIR or which exhausts the limits of the Automobile Liability policy.**
319	Excess Auto Liability Insurance; Original RFP page 79	Q: Will WMATA also name any subcontractors as additional insured's, if applicable? Line 5 of this paragraph states such excess covers road supervision. Does this imply that a contractor can use a dedicated vehicle to perform road supervision or does it imply it covers excess of the "Business Auto Liability Insurance" provided by contractor for their own non-revenue vehicles? The final sentence states "WMATA reserves the right to change the amount of the SIR and limits, does this imply that such a change would be covered by Section 7 of the General Provisions of the RFP (for example, if WMATA changes the limits from $8 million to $2 million, that would require the contract to purchase additional coverage to insure the risks of operating the dedicated vehicles)? **A: Only Contractor will be designated as an additional insured under the Automobile Liability insurance procured and maintained by WMATA on WMATA owned/registered vehicles. To the extent that subcontractors are permissive user of the WMATA owned/registered vehicles they are unnamed additional insureds under the policy. To the extent that the Contractor or its subcontractors use their own automobiles in the Metro Access Service any resulting automobile liability will fall under the Contractor's and subcontractors' Automobile Liability insurance.**
320	15. Indemnification & General insurance Requirements; Original RFP page 79	Q: Please provide a copy of the WMATA's MetroAccess Excess Automobile Liability Insurance policy to review? **A: Attached is a copy of the proposed insurance.**
321	15. Indemnification & General insurance Requirements; Original RFP page 79	Q: In the event of another class action lawsuit against WMATA for violation of the ADA, how will this indemnification provision apply? Will the various contractors be required to indemnify WMATA collectively or would the indemnification requirement be specific to failures of specific contractors? **A: Offerors should seek advice from counsel as to potential liability.**

322	34. Living Wage; Original RFP page 86	Q: Please provide all bidders with a copy of the Authority's living wage ordinance so we can understand the act completely. The Living Wage ordinance listed in the RFP will add significant costs to the contract as the current starting rate is $11.00 and the minimum wage required in the ordinance is $12.89 an hour. Please verify that all bidders should factor for this item in their pricing. **A: Yes.**
323	34. Living Wage; Original RFP page 86	Q: Should a bidder elect not to provide medical insurance for its employees under the Affordable Health Care Act will that bidder receive a lower technical score as a result? **A: Offerors must comply with all regulations to be considered responsive.**
324	34. Living Wage; Original RFP page 86	Q: Previous versions of the Living Wage Ordinance allowed exemptions for employees covered under a collective bargaining agreement. Does the current policy allow for such an exemption? Can employees be paid at a lower rate of pay when employees are not performing work on the contract (training, vacation, sick, etc.)? Can payroll records be maintained electronically? **A: There were no previous versions of the WMATA requirement that have been applied to the paratransit contract. A contractor's CBA does not supersede this requirement. Living wage applies to all job activities. Yes, payroll records can be maintained electronically.**
325	34. Living Wage; Original RFP page 86	Q: Does the living wage ordinance apply to subcontractors (taxi, staffing firms, etc.) and vendors (office supplies, tires) or just the employees of the Prime contractor? **A: Living wage applies to all personnel performing work on the contract (i.e., providing transportation service). It does not apply to third parties.**
326	38. Hours of Work; Original RFP page 88	Q: What are the hours of service on holidays? **A: See Appendix B.**
327	39. Work, Storage and Parking Area; Original RFP page 89	Q: Is this space for all contractors or only the QA and OCC? **A: QA and OCC only.**
328	42. Bait-And-Switch; Original RFP page 89	Q: Does the $10,000 assessment apply in the following events of discontinued service: 1) employee dies or becomes disabled (short or long term); 2) employee voluntarily leaves the employment of the contractor (as opposed to accepting a transfer to another project); 3) the employee is hired by WMATA or another contractor and resigns their position or 4) the employee is called into military service? **A: Does not apply to 1 and 4, but does apply to 2 and 3. WMATA will not hire a contractor employee performing these functions under the contract.**
329	1.1 Background; Original RFP page III-3	Q: In order to better understand the system and its history, will WMATA please release the 2008 class action lawsuit documents and all terms of the settlement? **A: No.**
330	1.2 Introduction; Original RFP page III-4	Q: What are the training standards (minimum hours) for dispatch and reservations personnel? Currently all dispatchers receive 3 weeks of training and reservationists receive two weeks of training. **A: Contractors are expected to bid what they recommend.**

331	2. Abbreviations and Definitions; Original RFP page III-7	Q: Are liquidated damages for accidents based on collisions or the MACS? **A: MACS Reportable.**
332	2. Abbreviations and Definitions; Original RFP page III-9	Q: Are Contractors required to pay holiday pay for each of the 10 holidays listed in the RFP? Also, what is the anticipated holiday service volume (trips, hours, calls, etc.) from base service levels or average service levels? **A: Proposer's discretion. Most holidays approximate weekend scheduling volumes.**
333	2. Abbreviations and Definitions; Original RFP page III-11	Q: Do companions, PCAs and children count in the calculation of productivity? **A: Yes.**
334	2. Abbreviations and Definitions; Original RFP page III-12	Q: Please clarify the definition of a Revenue hour under this procurement. The revenue hour definition in the RFP states that it shall mean the period of time the vehicle operator is performing the customer transportation services required under this Contract including authorized deadheading and meal breaks in accordance with minimums under the Fair Labor Standards Act. Is the definition of a revenue hour considered to be gate-to-gate or first pick-up to last drop off excluding break and deadhead time? **A: First pick-up to last drop-off, excluding unauthorized deadheading.**
335	2. Abbreviations and Definitions; Original RFP page III-12	Q: In the event a contractor does not have fuel on site, does the time spent fueling, if performed in route (for example during a gap in service) constitute a revenue hour? If not, how specifically will WMATA deduct this time from the revenue hours of the run? **A: No. Fueling would not occur between first pick-up and last drop-off.**
336	2. Abbreviations and Definitions; Original RFP page III-12	Q: WMATA includes "meal breaks" as required by FLSA. What about meal breaks required by a labor agreement if different than FLSA? Also, do required "rest breaks" required for the vehicle operators also constitute a revenue hour? **A: Any amenities negotiated through CBA that exceed WMATA requirements will be at the expense of the Contractor.**
337	2. Abbreviations and Definitions; Original RFP page III-12	Q: Since it can take over 90 minutes to travel from a garage to the first pickup, or from the last drop off to the base and since the Service Delivery Providers will have no control over the scheduling (or the length of the runs), will WMATA consider adding the Trapeze estimated deadhead time to the revenue hour so each proposer does not need to estimate a number that has no historical basis? **A: No, providers need to establish garage locations to minimize deadhead. OCC and SD contractors will work as a team to be efficient.**
338	4.1. Quality Assurance; Original RFP page III-15	Q: For safety oversight and review and monitoring of the MACS-OCC functions, what are the metrics that will be used to judge the Contractor? Additionally, can WMATA please release the current procedures used for these functions? **A: Metrics are already in the RFP, and procedures should be proposed based on contractor's expertise.**

339	4.1. Quality Assurance; Original RFP page III-15	Q: Can WMATA please release the current procedures for safety oversight, complaint resolution, and "no-show" review? **A: No.**
340	4.1. Quality Assurance; Original RFP page III-16	Q: Under section 4.2 and 4.3, can you please describe the difference between reconciliation listed under MACS-OCC and manifest reconciliation listed under Service Delivery? **A: Service Delivery reconciliation responsibilities will include, but not be limited to, gathering, organizing, and ensuring the completeness of trip manifests, and ultimately the inputting such information in Trapeze. Service delivery will be responsible for submitting organized manifests to the MACS-OCC. MACS-OCC reconciliation responsibilities will include, but not be limited to, the review and validation of trip data submitted by Service Delivery.**
341	5.4.3. Maximo; Original RFP page III-19	Q: Does the MACS-OCC Contractor need to provide their own fleet management system or will the Contractor exclusively use Maximo? **A: The OCC contractor needs to provide its own.**
342	5.4.4. Cognos BI; Original RFP page III-19	Q: Please provide information regarding the Cognos BI tool for bidders review? Also, will WMATA consider providing a demonstration of these tools? **A: N/A**
343	5.4.10. Two Way Radios; Original RFP page III-20	Q: Can WMATA please provide additional guidance regarding the required specifications for the two-way radios that the OCC Contractor must price and provide? Please confirm that the OCC Contractor must include the radio costs for all 600 vehicles, QA, OCC personnel and service delivery personnel. How many additional radios will be needed for service delivery and QA staff? **A: No detail on specifications. Yes, needed for all vehicles and personnel for all functions in RFP.**
344	5.5. WMATA-Provided Support; Original RFP page III-21	Q: Will WMATA pay for the telecommunications system or will each of the three components of service be responsible for their own telecommunications (internet access, etc.) **A: WMATA will provide for functions housed in OCC, to include QA, but not SD.**
345	5.5. WMATA-Provided Support; Original RFP page III-21	Q: Will WMATA pay for fuel that is used for training purposes? Please confirm that fuel will not be provided for Contractor's non-revenue vehicles or the Contractor's taxi subcontractor. **A: After start-up of the contract, off-duty revenue vehicles can be used for training during the course of the contract, and these vehicles will receive Authority fuel. Taxi and non-revenue vehicles will not receive Authority fuel.**
346	5.5. WMATA-Provided Support; Original RFP page III-21	Q: Is the fingerprinting/background checks for all safety sensitive employees a current contract standard? Will current employees be grandfathered or will new checks need to be completed? What will be the standards employed? Please confirm that the cost for these checks are not to be included in our pricing as this service(s) are provided by WMATA. **A: No. New checks will be required for all. Standards are already described in RFP. Costs are not to be included in contractor's pricing.**

347	5.6. WMATA-Furnished Facilities and Equipment; Original RFP page III-21	Q: The RFP states that WMATA will provide twenty-five (25) surface parking spaces for the OCC Contractor. Where will the rest of the employees park as there are approximately 150 employees per shift? **A: The MACS OCC contractor will be responsible for coordinating arrangements with their staff.**
348	5.6. WMATA-Furnished Facilities and Equipment; Original RFP page III-22	Q: Will WMATA provide space for training, meetings, etc. for the employees operating from the Backlick location? **A: No.**
349	11.2. Prohibition of Employees Working for Multiple Contractors; Original RFP page III-25	Q: Will WMATA consider prohibiting one contractor from soliciting the employees of another contractor assigned to the WMATA contract? **A: WMATA discourages this practice.**
350	12.2. Records Management and Retention; Original RFP page III-26	Q: Will WMATA consider providing warehouse or storage space for the document retention requirements? **A: No.**
352	14.3. Fatigue Management; Original RFP page III-27	Q: Will the OCC be required to develop runs that will enable the service delivery contractors to comply with this section? Also, please define "excessively long hours" **A: Yes. Will evaluate with fatigue management plans submitted.**
353	16. Corporate Support; Original RFP page III-28	Q: Is the financial report indicated in this section required to be a report certified by a independent public accountant? **A: Yes.**
354	3.4. Dress Code; Original RFP page IV-8	Q: Is the QA General Manager and other managers required to wear uniforms or only the hourly employees? **A: Hourly employees only. Managers should wear business or business casual attire.**
355	5.1. Electronic Documentation and Archive System (EDAS); Original RFP page IV-10	Q: Can WMATA please provide additional specifications for the Electronic Documentation and Archive System (EDAS) so that bidders may have a clear understanding of WMATA's requirements? **A: Requirements are defined in the RFP.**
356	2. Scope Of Work; Original RFP page V-1	Q: Are the Where's My Ride calls included in the Contractor's reimbursement? Please explain how these are factored for in the Contractor's pricing? **A: Yes. Included in "calls processed."**
357	2. Scope Of Work; Original RFP page V-1	Q: Will all calls related to cancellations be reimbursed? Are those calls included in the call statistics and pricing? **A: Yes.**
358	2. Scope Of Work; Original RFP page V-2	Q: What is the estimated amount of time and staffing levels that the OCC Contractor will need to properly investigate complaints? **A: N/A**

359	2.1. Reservations; Original RFP page V-4	Q: Can WMATA please release the current scripts? If WMATA changes scripts during the term of the contract will WMATA compensate the Contractor for an increase in call times? **A: No, WMATA has no interest in lengthening call duration.**
360	2.1. Reservations; Original RFP page V-4	Q: Will Contractor be compensated for reservations that are booked on-line as the Contractor's staff must still dispatch, report, and handle these bookings in the OCC as a byproduct of the trip being booked? **A: No.**
361	2.1.1. EZ-Pay Queue; Original RFP page V-4	Q: How many staff members are currently assigned to the EZ-pay queue by the current Contractor and how many calls are handled by this team? **A: This is currently handled under the reservations group.**
362	2.2. Dispatch; Original RFP page V-5	Q: Please provide the current number of trips and/or percentage of trips moved on the day of service, and the current staffing levels in dispatch. **A: This information will not be provided.**
363	2.2. Dispatch; Original RFP page V-5	Q: In WMATA's estimation how much staff time will be needed to handle the annotation of trip records requirement listed in section 2.2 Dispatch? The RFP indicates that excessive trip movements shall be discouraged. Can WMATA please define excessive? **A: No.**
364	2.2. Dispatch; Original RFP page V-5	Q: What is the current provider's staffing levels for base supervisors and floor supervisors at the OCC? **A: N/A**
365	2.4. Internal Customer Service/Quality Assurance; Original RFP page V-5	Q: What level of staffing will be required for the functions of internal customer service/quality assurance? What are the current levels being provided by the current Contractor for these functions? How many hours per week is WMATA projecting for tasks associated with researching and resolving complaints? **A: N/A**
366	2.2 Dispatch; Original RFP page V-5	Q: It appears that the OCC contractor will be allowed to adjust a driver's start time daily. What parameters will be used when adjusting the driver's schedule as service delivery contractors must work with applicable union to make this change in the collective bargaining agreement or will result in increased costs to operate the service without this concession. **A: Contractors are expected to work together to meet contractual and legal requirements.**
367	2.4.2. Quality Control Monitoring and Communications Review; Original RFP page V-7	Q: Is there a required number or percent of phone calls to be reviewed? Are there expected levels per day or week? **A: N/A**
368	2.5. Scheduling; Original RFP page V-7	Q: Is the OCC contractor responsible for building runs that minimize the overtime costs to the service provider contractors? **A: This is a post-award discussion.**

369	2.5. Scheduling; Original RFP page V-7	Q: Is the OCC contractor required to consider the applicable provision of any labor agreements when developing the runs for the service provider contractors? **A: Contractors are expected to work together and negotiate CBA's that do not contradict performance goals in the contract.**
370	2.5. Scheduling; Original RFP page V-7	Q: Is the OCC contractor required to build runs and schedules which include rest breaks and meal periods as required by law, regulation or labor agreement? **A: Contractors are expected to work together to meet contractual and legal requirements.**
371	2.5. Scheduling; Original RFP page V-7	Q: Is the OCC contractor required to prepare runs for bids required by labor agreements of the Service Delivery Contractors, and if so, how frequently. If not, how does the Service Delivery Contractor comply with the terms of the labor agreement which require bidding for schedules by seniority? **A: Contractors are expected to work together on this.**
372	2.5. Scheduling; Original RFP page V-7	Q: Is there a minimum or maximum shift length? What does WMATA define as a realistic schedule? Are the routes or schedules subject to any collective bargaining agreements or any other labor regulations that bidders should factor for when preparing their pricing? **A: N/A**
373	2.5.1. Subscriptions; Original RFP page V-8	Q: Currently 37.25% of rides are subscription rides where the passenger makes one call, but may have 20 rides per week. How will the contractor be compensated for the dispatch and scheduling oversight of those trips? **A: Should be captured in proposed pricing.**
374	2.6. Support to the Office of Eligibility Certification; Original RFP page V-8	Q: How will the Contractor be reimbursed for additional hours requested by the WMATA eligibility director? **A: Should be captured in proposed pricing.**
375	2.7. Information Systems; Original RFP page V-10	Q: How many IT staff will be needed to handle the Information System responsibilities? What is the current staffing for these responsibilities employed by the current Contractor. A: **N/A**
376	3.3. Background checks; Original RFP page V-10	Q: Will WMATA indemnify the Contractor against adverse action on the background checks? **A: No.**
377	3.7. Division Manager; Original RFP page V-11	Q: Please clarify WMATA's definition of requirement regarding the Division Manager's management experience with large urban ADA paratransit services. **A: N/A**
378	3.5. Staffing Concept; Original RFP page V-11	Q: Does WMATA have a required minimum number of or minimum ratio for positions in Administration, Safety, Yard Supervision, Facilities, Vehicle, Human Resources, Training and Street Supervision? **A: No.**
379	3.1 General Manager; Original RFP page V-13	Q: Please specify if WMATA has a preference regarding the type of bachelor's degree required for the OCC General Manager? **A: No preference.**

380	4.1. Facility; Original RFP page V-17	Q: Can the OCC bidder propose an alternative location for the Operations Control Center and not be required to use the WMATA provided facility? If an alternative location can be proposed will WMATA require the alternative location be located in the service area or will it allow the alternative location to be located outside the service area? If allowed to propose an alternative location outside the service area will the OCC Contractor be required to pay comparable wages that align with the living wage ordinance? **A: No.**
381	4.1. Facility; Original RFP page V-17	Q: Given that the lease on the WMATA provided facility expires in 2019 and bidders are pricing for 10 years should bidders assume any additional costs in pricing beyond 2019 an OCC facility? **A: Assume facility will continue to be provided by WMATA.**
382	4.1. Facility; Original RFP page V-17	Q: Will the service delivery Contractor be required to collect paper manifests from its taxi subcontractor or other subcontractors (if applicable)? **A: There are no other subcontractors providing passenger transportation service. Backup documentation of work performed by taxi providers is required.**
383	3.14.3. Training; Original RFP page V-18	Q: Does WMATA require a minimum number of vehicle operator training hours as the current provider trains their operators for a minimum of 110 hours. Does WMATA require any minimum training hours for retraining, refresher or monthly safety meetings? **A: We are looking for the proposer's recommendation.**
384	5. Performance Standards; Original RFP page V-20	Q: What is the historical data for complaints, timely responses to complaints and timely reporting of incidents? **A: N/A**
385	5. Performance Standards; Original RFP page V-20	Q: Will WMATA reconsider the liquidated damage amount for timely reporting of incidents to WMATA? Does the timely reporting of incidents to WMATA include DriveCam clips that are identified several days later? A: **No and yes.**
386	5. Performance Standards; Original RFP page V-20	Q: Does the monthly reporting measure apply to multiple reports or just failure to produce any single report? Please further define WMATA's definition of an administrative failure to perform? A: **N/A**
387	5.2.8. Monthly Reporting or Administrative Failure to Perform; Original RFP page V-24	Q: Please provide detailed information on the reports that will be required by WMATA on the new Contractor and its taxi subcontractors. **A: No.**
388	8.1. Reconciliation; Original RFP page V-26	Q: Please advise if reconciliation requires 100% verification? How will manifests be received? Please provide current procedures/SOPs. **A: We are looking for the proposer's recommendation.**

389	8.2. Electronic Documentation and Archive System (EDAS); Original RFP page V-26	Q: Will all Contractors be required to use a uniform EDAS or will each Contractor provide their own EDAS with access rights extended to WMATA? Please verify that this cost must be included in bidder's pricing. **A: Each can use their own, and all should include in pricing.**
390	11. Severe Weather Operations; Original RFP page V-27	Q: Will liquidated damages be waived during force majeure situations? Historically has WMATA assessed liquidated damages during a force majeure event? If so, what amounts have been charged to the Contractor? How will Contractors be reimbursed during severe weather operations. **A: Generally yes, LDs waived but subject to WMATA review in each case. No historical data will be provided, and no special reimbursement is contemplated for operating in severe weather. Proposers should be prepared to operate under those conditions and follow WMATA direction.**
391	15. Start-Up/Transition Plan; Original RFP page V-29	Q: What staff members will be required to be on site for start-up/transition duties for the identified 120 day period? **A: N/A**
392	15.1. Description; Original RFP page V-30	Q: Should WMATA not be able to provide new OCC Contractor with the existing video surveillance and fingerprint time and attendance equipment what costs have been incurred by the current Contractor for this equipment? **A: N/A**
393	15.2. Transition/ Implementation Plan; Original RFP page V-30	Q: What timeframe will WMATA require simultaneous operations by outgoing and incoming Contractor staff? Can WMATA provide a clearer definition regarding staffing levels, office space, etc. during this period. **A: No.**
394	1. Description- Service Delivery; Original RFP page VI-5	Q: Since the taxi subcontractor will have an agreement with the prime service delivery Contractor will the prime service delivery Contractor be permitted to set maximums and minimums for trip lengths, quantity of trips, and trips by time of day? **A: No.**
395	3. Staffing; Original RFP page VI-6	Q: This is currently two fully dedicated on site employees to administer the FTA Drug and Alcohol Testing Program. Does WMATA require this staff to be fully dedicated and on-site staff for these functions? **A: RFP already indicates compliance with this program is mandatory. Staffing is up to the proposer.**
396	3. Staffing; Original RFP page VI-6	Q: There are currently thirty-three (33) street supervisors. What is the minimum number of or required ratio for street supervision for on-street service monitoring? **A: We are looking for the proposer's recommendation.**
397	3. Staffing; Original RFP page VI-6	Q: What is the minimum number of QA support staff for interface with oversight work associated with the OCC contractor and the QA Contractor? **A: We are looking for the proposer's recommendation.**

398	4. Facility-Technicians; Original RFP page VI-6	Q: Will WMATA require a minimum number of training hours for the Contractor's maintenance technicians? **A: No.**
399	4. Facility-Technicians; Original RFP page VI-6	Q: Will WMATA allow for a grace period of 12 months to ensure that all technicians meet the defined ASE certification requirements? **A: No.**
400	2. Scope Of Work- Service Delivery; Original RFP page VI-7	Q: Please include WMATA vehicle requirements specified in 2. Scope of Work-Service Delivery. **A: N/A**
401	2. Scope Of Work- Service Delivery; Original RFP page VI-7	Q: There are currently thirteen (13) staff associated with the manifest reconciliation process. What will WMATA require in the new term? **A: We are looking for the proposer's recommendation.**
402	2.2. Vehicle Management Plan; Original RFP page VI-8	Q: The current contractor has replaced over a hundred and fifty transmissions in the last 24 months. Please provide a listing of major component replacement for the life of each service vehicle? **A: N/A. The Authority has replaced over 400 vehicles in the last 24 months.**
403	2.3. Taxi Service; Original RFP page VI-8	Q: Should rates for taxi providers be increased by the taxi commission during the term of the contract how will WMATA handle this compensation? What mechanism will exist in the contract that allows for these adjustments which are outside of the control of the service delivery contractor? **A: Thru equitable adjustment or claim.**
404	2.3. Taxi Service; Original RFP page VI-8	Q: Are there times when WMATA will not approve taxi usage, such as on holidays? **A: Yes.**
405	2.3. Taxi Service; Original RFP page VI-8	Q: What specification's for Taxi vehicles does WMATA have? Are accessible taxis allowed / permitted for taxi usage? **A: No further information will be provided other than what is already in the Appendices.**
406	2.3. Taxi Service; Original RFP page VI-8	Q: Currently there are two and a half hours of training hours for Taxi driver. What are the training requirements for Taxi operators? **A: No further information will be provided than in the Appendices.**
407	2.2. Vehicle Management Plan; Original RFP page VI-8	Q: The last sentence of this section states "WMATA may consider and reimburse the Service Delivery Contractor(s) for major component replacement or overhaul..." Will WMATA consider being more definitive so we can understand if we need to build dollars into our bid for component replacements on vehicles older than 5 years? **A: No.**
408	2.3. Taxi Service; Original RFP page VI-8 to 9	Q: How will the Service Delivery contractor be reimbursed for the taxi service? How can we estimate the cost of taxi service over time when taxi rates and regulations are governed by the various government jurisdiction's? **A: We are looking for the proposer's recommendation.**

409	2.3. Taxi Service; Original RFP page VI-8 to 9	Q: Since Service Delivery Contractors are not assigned a specific geographic service area, how do we know in which areas we are to retain taxi subcontractors? **A: We are looking for the proposer's recommendation.**
410	2.3. Taxi Service; Original RFP page VI-8 to 9	Q: With respect to the term "mile" with taxi billing, please define the term "mile" with respect to the taxi service. Is this calculated by Trapeze, taxi meter or some other means? **A: We are looking for the proposer's recommendation.**
411	3. Staffing and Experience Requirements; Original RFP page VI-9	Q: Will changes in volume be considered a reason to vary the quality and/or quantity of the staff proposed? For example, if we have a Full Time Division Manager that is paid $200,000 for a large facility, and WMATA subsequently reduces the service levels by 35%, will we be able to substitute (with WMATA's approval of the replacement) a lower cost and experienced division manager more appropriate for the new service levels? Conversely, if the level of service increases, will WMATA expect a more experienced and/or qualified level of staff? **A: Please refer to requirements outlined in the RFP.**
412	3.2. Valid Vehicle Operator's License and Driving Record; Original RFP page VI-10	Q: Can WMATA provide more specific specifications on what constitutes "medically fit to drive"? This could be, for example, a requirement to pass a DOT physical. **A: DOT physical is required, CDL is not.**
413	3.14.4. Dress Code; Original RFP page VI-19	Q: Will other staff in addition to vehicle operators (mechanics, road supervisors, yard supervisors, etc.) be required to wear uniforms? **A: Hourly employees only.**
414	3.14.6. Pre-Trip Inspection; Original RFP page VI-20	Q: Are electronic pre-trip inspection records acceptable? **A: Not currently in use. Subject to WMATA approval.**
415	3.14.8. Manifests; Original RFP page VI-21	Q: Are taxi providers required to use paper manifests as described in this section? **A: We are looking for the proposer's recommendation.**
416	3.14.7 Mobile Data Computers (MDC); Original RFP page VI-21	Q: Given the age of the MDCs and annual average cost of approximately $90,000 to maintain, will WMATA provide an MDC replacement schedule for the new term. **A: WMATA will replace MDTs as Capital funding allows. The goal is to have all MDTs under warranty but this is not guaranteed.**
417	3.14.11. Responsibilities for Safety	Q: In the last 12 months there have been over 2,500 citations. Many jurisdictions exempt transit authority vehicles from these citations. Will WMATA receive exemption regarding these citations? **A: No.**
418	3.15. Maintenance Staff; Original RFP page VI-25	Q: What is the minimum number of or required ratio for qualified technicians? **A: We are looking for the proposer's recommendation.**
419	8.1. Reconciliation; Original RFP page VI-26	Q: With respect to the trip reconciliation process, in the event of data from the MDC and data from the manifest do not match, which data prevails? **A: MDC should be primary, data from manifest used to facilitate investigation.**

420	8.2. Electronic Documentation and Archive System (EDAS); Original RFP page VI-26	Q: Can WMATA specify a particular EDAS so that all contractors are on the same system, which will make WMATA's role as administrator much more efficient? **A: No, we are looking for the proposer's recommendation.**
421	4.1. Scope of Work; Original RFP page VI-27	Q: Certain providers in the WMATA service area already have long-term leases in place for transportation service contracts to this agency or for other agencies. As a result these leased properties can be used for other services if not utilized for these services. We request that WMATA allow Contractors to propose these properties without a leaseholder reassignment. These leases have been established for some time and will not allow for any ratification to the existing lease agreement. **A: We are looking for the proposer's recommendation.**
422	4.1. Scope of Work; Original RFP page VI-27	Q: Would WMATA be agreeable to first right of refusal language instead of leasehold reassignment? **A: Yes.**
423	4.1. Scope of Work; Original RFP page VI-27	Q: WMATA has stated that any facility required maintenance will be the Contractor's responsibility. We respectfully request that WMATA reconsider this approach and that the Contractor and WMATA negotiate these repairs and the associated costs for any repairs be identified by a mutually agreed upon third party inspector. Repairs and costs for these repairs can be negotiated between successful Contractor and WMATA. **A: WMATA-owned facilities will be maintained by WMATA, Contractor-owned or leased facilities shall be maintained at the SOLE expense of the contractor.**
424	4.1. Scope of Work; Original RFP page VI-27	Q: In the event WMATA assumes a facility lease as described in this section, please explain how the Service Delivery Contractor is reimbursed for any improvements made to the facility and how any prepaid expenses will be settled (i.e., security deposit, prepaid rent, prepaid property taxes, etc.) **A: To be discussed post-award.**
425	5.4.1. Passenger Service Vehicles; Original RFP page VI-31	Q: Will WMATA attempt to assure the average fleet age is roughly the same between the various Service Delivery Contractors? **A: WMATA will make reasonable attempts to maintain the AVERAGE age at each division within a 3 month average age differential standard.**
426	5.4.2. Authorization to Provide Vehicles; Original RFP page VI-31	Q: How will Contractor be compensated in the event WMATA requests Contractor to procure vehicles for service? **A: N/A**
427	5.5. Vehicle Liability Insurance Costs; Original RFP page VI-32	Q: How will WMATA calculate the lack of insurance reimbursement for vehicles that are not utilized for revenue service for a period of 30 days? How does WMATA define not utilized? How is this handled in the billing structure? **A: To be discussed post-award.**

429	5.8. Vehicle Inspections; Original RFP page VI-32	Q: Are these monthly vehicle inspections in addition to required PMs due to mileage? **A: Yes, they are. However, if the mileage-related inspection is due, it CAN suffice for the monthly inspection as long as the following items occur and are DOCUMENTED. A separate work order MUST be entered for the 30 day inspection. All items on the 30 day inspection MUST be inspected during the PMI/30 day inspection visit.**
431	5.8. Vehicle Inspections; Original RFP page VI-33	Q: Transmissions on the newer vehicles have been replaced at 60,000 miles. Is this still the expected lifespan of the transmissions? **A: N/A**
432	5.8. Vehicle Inspections; Original RFP page VI-34	Q: There are typically 120 plus days of rain each year in the METRO service area. Is the expectation that bidders must account for washing vehicles within one day after each rainfall? **A: Yes.**
433	5.10. Vehicle Registrations, Governmental, Emissions, Inspections, and Violations; Original RFP page VI-34	Q: What portion of the cost of vehicle registration and emission inspections will the Contractor be responsible for? **A: WMATA is covering registration and associated expenses.**
434	6. Fuel Management Service; Original RFP page VI-35	Q: In the event WMATA changes the fueling locations or options, will that constitute a change as defined in Section 7 of the General Provisions, if not, how will Service Delivery Contractor be compensate for any additional cost it may incur? **A: N/A**
435	6.1. WMATA Provided Bulk Fuel Provisions; Original RFP page VI-35-36	Q: Please clarify that fuel used in dedicated vehicles for training, maintenance or vehicle transfers is included in the fuel provided by WMATA. **A: Yes, but such usage will be monitored to ensure appropriate use.**
436	6.2. WMATA Provided Cardkey Provisions; Original RFP page VI-936	Q: Is the time that a driver spends fueling the vehicle considered part of the revenue service hour definition? **A: No.**
437	7.2. Safety Measurement System Administration; Original RFP page VI-37	Q: Accidents often take time to investigate. Does the investigation have to be complete to meet the 24 hour standard or will an initial report meet the 24 hour standard? **A: Initial report via SMS meets the 24 hour standard.**
438	7.2. Safety Measurement System Administration; Original RFP page VI-37	Q: How old are the laptops? What is the life expectancy of the laptops? Who will be responsible for replacing the laptops? **A: 1 year. 5 years. WMATA.**

439	12.2. Performance Standards matrix Summary; Original RFP page VI-42	Q: Please provide productivity performance for the last 60 months? **A: No.**
440	12.2. Performance Standards matrix Summary; Original RFP page VI-42	Q: If WMATA changes service parameters (on board time, dwell time, vehicle types) will this liquidated damage be waived? **A: No, but changes will be made collaboratively.**
441	12.2. Performance Standards matrix Summary; Original RFP page VI-42	Q: The dedicated productivity has averaged 0.90 over the last 12 months. Please confirm that WMATA is asking bidders to increase this performance by 20%. **A: No, please review calculation and statistics provided.**
442	12.2. Performance Standards matrix Summary; Original RFP page VI-42	Q: If the service delivery Contractor does not control driver movement/vehicle movement how can the liquidated damage be assessed to the service delivery Contractor? **A: N/A**
443	12.2. Performance Standards matrix Summary; Original RFP page VI-43	Q: Please clarify what types of incidents must be reported within 15 minutes. If the driver does not report the incident to the service delivery Contractor will the liquidated damage still be charged? **A: The requirement is 15 minutes from the time Contractor is aware.**
444	12.2. Performance Standards matrix Summary; Original RFP page VI-43	Q: In the past 12 months the traffic related costs have been approximately $100,000. Does this liquidated damage apply when the service delivery Contractor has received official notice of the violation or from the date of violation? **A: The contractor is responsible for all traffic violations and associated fees.**
445	12.2. Performance Standards matrix Summary; Original RFP page VI-43	Q: What does WMATA consider as a qualifying incident for items #13 and #14 in the performance standard/liquidated damage table? **A: See definition of "Incident" found on Page III-9.**
446	12.2. Performance Standards matrix Summary; Original RFP page VI-43	Q: Regarding performance standard 14. Incident Frequency (preventable) who determines the preventability of the incident? Is this a WMATA determination, QA or service delivery Contractor responsibility? **A: Service delivery contractor to make the initial determination; WMATA to make the final determination.**

447	12.2. Performance Standards matrix Summary; Original RFP page VI-43	Q: Please confirm which reports are subject to liquidated damages for the monthly reporting or Administrative Failure to Perform performance standard. If multiple reports are contingent on the same data stream and are late are these separate $1,000 penalties or would it just be one $1,000 penalty? Please confirm the following calculation: If a report is 7 days late is the penalty for this $1,000 or $7,000. If WMATA asks for new reports or ad hoc reports how will the Contractor be informed of the applicability of the penalty? **A: The intent is $1,000 per incident per day.**
448	12.2. Performance Standards matrix Summary; Original RFP page VI-43	Q: What are the time and mileage tolerances for the PMI compliance penalty? Please clarify what constitutes an occurrence. Is this based on the day the work was done or when the entry is made into the automated fleet management system? **A: N/A**
450	17.3. Workstation and Connectivity; Original RFP page VI-51	Q: Please clarify what is meant by adequate bandwidth? **A: We are looking for the proposer's recommendation.**
451	17.3. Workstation and Connectivity; Original RFP page VI-51	Q: Will WMATA provide a backup power system at the Backlick facility? What is the expectation of power up time for the generator and what must it power? **A: Yes.**
452	17.4. On Board Vehicle Technology; Original RFP page VI-52	Q: Is the service delivery Contractor responsible for the cost of two way radio communications and mobile date terminals (hardware and air time costs)? Will the service delivery Contractor be required to provide radios for window dispatcher, street supervisors and yard supervisors and managers or is this a responsibility for the OCC Contractor? **A: Asked and answered previously. Two-way radio system is to be provided by OCC contractor.**
453	17.4.4. Drive am Maintenance; Original RFP page VI-52	Q: Please confirm WMATA will be responsible for all costs associated with DriveCam with the exception of maintenance by the service delivery Contractor for units less than four years old? **A: WMATA will pay all costs for monitoring and annual contracts. Service Delivery provider will pay ALL costs of maintenance. While a four year replacement schedule is planned by WMATA, that schedule is contingent on available capital funding and is NOT guaranteed.**
454	18. Interface with Quality Assurance; Original RFP page VI-53	Q: If WMATA adjusts requirements that causes additional costs to the service delivery Contractor regarding interfacing with Quality Assurance will these costs be compensated? **A: To be discussed post-award.**
456	Appendix B-2	Q: WMATA is considering changes to the reservations script that would include reservations searching for additional fares upon customer request. What does WMATA anticipate the new avg. talk time to be in the new term (total duration inclusive of wait and hold time)? Avg. talk time has increased by almost 50% in the last two years? Does WMATA anticipate this trend to continue in the new term? **A: N/A**

457	Appendix B-2	Q: Please provide a copy of the current scripts. If changes are made to script by WMATA, will the Contractor be compensated for the additional labor and talk time associated with those changes? **A: Please see the response to Question #359.**
458	Appendix J	Q: Please be advised that the current contractor's Road Supervisors, Classroom Trainers and Drivers in Chantilly are currently organizing and those collective bargaining agreements have not been finalized. As a result the current contractor anticipates increased wages and benefits for these work groups in the new term. **A: Not a question.**
459	Pricing	Q: Can a Contractor stipulate a minimum and maximum number of service hours that they can/will operate from each of their identified divisions when submitting their bids or are proposals and pricing deviations from the RFP considered non-responsive and therefore not considered by WMATA? **A: Yes, but within the ranges listed in the pricing section only.**
460	Pricing	Q: You are asking all bidders to price for 10 years of fixed pricing. What adjustments will WMATA allow in the new term to protect the successful Contractor given unknown factors with the economy, labor market and other items affecting price? Lack of an adjustment will force bidders to price for unknowns thus mitigating these risks. The end result is an inflated price to WMATA for these services. Will WMATA allow for a mechanism in the contract to open the rates up should unknowns down the road affect a Contractor's ability to deliver services without subsidizing the agency. **A: Yes, thru equitable adjustments or claims.**
461	Pricing	Q: Pursuant to amendment #04 question 197 please clarify if proposers can propose on service levels exceeding 50% in its initial pricing? If not, will WMATA consider removing the service levels in excess of 50% in its price proposal? **A: This has been answered in previous questions, #284 and #304.**
462	General	Q: Can bidders utilize staffing firms that are SBLPP certified in the service delivery, operations control center or quality assurance bids? **A: Yes.**
463	General	Q: The current contract allows for a fixed and variable rate whereby approximately 50 or so employees are accounted for. In the new term it appears WMATA will only allow for fixed pricing and those positions are now not factored in a variable rate. How should bidders account for these positions? **A: Proposer's responsibility.**
464	General	Q: Given the current Contractor's driver turnover for drivers within first 90 days of employment of 178% and 53% for drivers after their first 90 days of employment will WMATA consider offering their Contractor's any incentives to promote driver longevity? **A: No.**

468		Q: Amendment answer 4 seems to insinuate that a single contractor might be awarded multiple service components. As long as qualified proposals are received that are in the competitive range for each component, please verify that a contractor or its affiliates will not receive more than one component. **A: N/A**
469		Q: Amendment answer 84: by 100% of labor hours and start and stop times, do you mean the start and stop times on the work on each work order, which is the more common collection activity in a fleet maintenance system? If you mean something in the alternative, please elaborate so that we know the exact data collection specification required. b) for the fueling requirement, if we are obtaining detailed fueling information from a separate system (such as the fuel card system), please verify if this will be acceptable so that information does not to be re-keyed or imported into the fleet maintenance software? c) If odometer readings are captured on a daily basis separate from the fleet maintenance system, is acceptable for the maintenance software odometer readings to be keyed in on all maintenance entries (i.e., work orders) and then also provide weekly updates for all other vehicles for preventative maintenance purposes? We would also me capturing daily odometer readings from the drivers on the operations side. **A: a) Yes; b) Yes for fuel volume; c) Odometer data is to be entered to FMIS daily.**
470		Q: Regarding Section 26 Price Proposal Evaluation, this is not listed in order of importance with the technical criteria. How will price then be factored into the final score or other method for final ranking and award decision to combine the evaluations of price and technical? Some elaboration on this process would be very helpful. **A: N/A**
472		Q: Please confirm that if a firm is certified small business prior to award, and therefore can answer yes to question number one on RFP page 21, is it correct that the goal is met in the remainder of the form does not have to be completed or is "not applicable," because the goal is met. **A: No.**
473		Q: Page VI47 to VI-48, are there any minimum hardware and any required software specifications for contractor supplied workstations and network connectivity for the: a. Mobility Trapeze applications and servers b. Citrix applications c. Maximum FIX hosted applications d. Others as determined by WMATA **A: Service Delivery locations will connected via Citrix Web app with WMATA hosted servers running the Trapeze applications. Current generation thin client workstations can be used.**
474		Q: Who provides data entry into Trapeze of the taxicab trip data that is recorded on the manual forms? **A: The Service Delivery contractor that contracted that company; automated interfaces may be approved by WMATA.**

476		Q: In the evaluation criteria page 28, what CDRLs specifically are being referred to as "Management Plan," or is this a different subsection to include in the proposal and if so where and what content is desired that is not already included elsewhere such as the detailed Operating Plan requested? **A: N/A**
477		Q: On answers that involved geography or location of vehicles, WMATA frequently answered the questions indicating that WMATA did not desire "zone based systems." This being understood, please provide responses to answer #12, and #20, assuming the question is concerning locating of proposing facilities for the purposes of minimizing deadhead to the first pickups for morning or afternoon work, or similar operational assessments, and have nothing at all to do with a zoned system. (Note also that the RFP ask specifically asks us at 2.1, page VI-8 to provide a proposal for " . . . operating from multiple garages, dispatch, locations that minimize deadhead . . .," so these issues are extremely important to proposers.) **A: No.**
478		Q: Does WMATA's Excess coverage cover client injuries sustained in vehicular accidents? Incidents? Does it cover in liability to 3rd parties for vehicular accident damage for negligent acts of contractor? **A: The WMATA procured Automobile Liability insurance will cover all bodily injury liability related to the ownership and use of WMATA owned/registered automobiles irrespective of type of person suffering the bodily injury, but subject to the terms & conditions as outlined in the policy form and any applicable exclusions/endorsements. Liability generally results from negligence, so to the extent that the Contractor's negligent use of the WMATA owned/registered automobiles causes injury, the resulting liability would be covered.**
479		Q: Who is responsible for the SIR where there is a gap? For example the taxicab carriers are carrying far less than the WMATA's SIR. **A: The WMATA procured Automobile Liability insurance will cover WMATA's and the contractor's liability for non-owned automobiles used in the Metro Access Service, but that coverage is excess of any valid and collectible Automobile Liability insurance carried by the owner of the taxi.**
480		Q: Answer 100 states taxicabs are covered only above the taxicab's coverage. However, if the taxicab company carries more than 2,000,000, the clause at RFP page 18 states WMATA's excess coverage is "primary and any insurance maintained by the Contractor shall be noncontributory . . ." Please explain this discrepancy both for taxicabs and also contractors who might carry more than WMATA's 2,000,000 Excess? **A: If taxicabs are used in the provision of Metro Access Service, they are non-owned automobiles and the WMATA procured Automobile Liability insurance will cover WMATA's and the Contractor's liability for non-owned automobiles. There is no automobile liability cover for the taxicab owner or operator, only for WMATA's and the Contractor's liability resulting from the use of the taxicab in the Metro Access Service.**

481		Q: If contractor's auto liability is non-contributory, why are you requiring 5,000,000 instead of the 2,000,000 which WMATA carries as he Excess? Is this an additional expense we are including in our hour rate which is not needed. **A: The Contractor's Automobile Liability insurance covers automobiles owned/registered by the Contractor. WMATA's Automobile Liability insurance covers WMATA owned/registered automobiles, not the Contractor's until the Contractor's Automobile Liability insurance limits are exhausted at $5 million and then WMATA's Excess Liability insurance would cover apply.**
482		Q: Answer 159 states WMATA is providing liability coverage for automobiles but page 81 says contractor? Also it says WMATA is reimbursing the cost of contractor's auto physical damage, but page 79 says this is the contractor? Please clarify. **A: See response to #316. The Contractor is responsible for physical damage and is thus required to insured the WMATA owned/registered automobiles in the Contractors care, custody and control under Automobile Physical damage insurance (i.e. collision and comprehensive).**

EXCESS AUTOMOBILE LIABILITY INSURANCE POLICY - POLICY PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the stock insurance company member of the HARTFORD INSURANCE GROUP shown on the Declarations Page as the insurer.

The word "insured" means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION II).**

Other words and phrases that appear in quotation marks are defined in **SECTION V (DEFINITIONS)** of this policy.

AGREEMENT

In return for payment of premium when due, and;

a. In reliance upon the statements made in the Declarations; and

b. Subject to the Limits of Liability, Exclusions, Definitions, Conditions and all other terms of this policy, including those modified, replaced by or added by any endorsement we issue forming a part of this policy,

we agree with you as follows:

SECTION I - COVERAGE

A. Insuring Agreement.

1. We will pay on behalf of the insured all sums that the insured shall become legally obligated to pay as damages because of "bodily injury" or "property damage" to which this policy applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto"; but only to the extent that such damages are in excess of the "each accident retention" that has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this policy would have applied in the absence of the "each accident retention".

2. We will also pay on behalf of the insured all sums that the insured legally must pay as a "covered pollution cost or expense" to which this policy applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto"; but only to the extent that such "covered pollution cost or expense" is in excess of the "each accident retention" that has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this policy would have applied in the absence of the "each accident retention". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this policy applies that is caused by the same "accident".

3. The insured against whom a "claim" is made shall have the duty to defend any "suit" seeking damages because of "bodily injury", "property damage" or "covered pollution cost or expense" to which this policy applies. The insured will also have the obligation of paying any defense counsel selected by or on behalf of the insured and all defense costs. These costs will continue to be borne by the insured until the "each accident retention" has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this policy would have applied in the absence of the "each accident retention". If we make a payment relating to the defense, it will be on behalf of the insured, and the insured shall be obligated to reimburse us promptly. In no event shall the "each accident retention" be reduced by the insured's overhead, cost of investigation of "claims" by salaried "employees" or "employee" time.

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4. We shall not be obligated to assume charge of the investigation, defense or settlement of any "claim" or "suit". However, if a "claim" or "suit", in our opinion, involves or is reasonably likely to involve payment of damages or "claim expenses" by us under this policy, we shall:

   a. At our own expense, have the right but not the duty to investigate and to assign counsel in addition to any defense counsel assigned by or on behalf of the insured. Such additional counsel shall have the right to participate in the investigation, defense or settlement of any "claim" or "suit" on our behalf. In any event, we shall not have the obligation to make payments for defense counsel or defense costs which are not "claim expenses"; and

   b. Have the right but not the duty to assume control of the defense, and we shall have that right even if we have not elected to assign additional defense counsel. If we assume control of the defense, we shall have the right to select or dismiss defense counsel for the purpose of continuing the defense of any "suit". During the course of controlling the defense we shall have the right but not the duty to settle the matter by paying all or part of the "each accident retention" on behalf of the insured. If we make such a payment, the insured will reimburse us within seven business days of the date it receives notice that such payment has been made.

   If we avail ourselves of the foregoing right(s), the insured, its "claim" servicing agency, and we shall cooperate in such investigation, defense, or settlement.

   Any right or opportunity we have exercised to participate in or control the defense ends at our discretion, but in all events ends when we have used up the applicable limit of liability in the payment of any judgment or settlement to which this policy applies.

5. The amount we will pay for damages is limited as described in **LIMITS OF LIABILITY (SECTION III)**. We have no other obligation to pay anything unless explicitly provided for under the **SUPPLEMENTARY PAYMENTS** section of this policy.

B. Exclusions

This policy does not apply to any of the following:

1. **Expected or Intended Injury**

   "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

2. **Contractual**

   Liability assumed under any contract or agreement.

   But this exclusion does not apply to liability for damages:

   a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

   b. That the insured would have in the absence of the contract or agreement.

3. **Workers' Compensation**

   Any obligation for which the insured or the insured's insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

4. **Employee Indemnification and Employer's Liability**

   "Bodily injury" to:

   a. An "employee" of the insured arising out of and in the course of:

      (1) Employment by the insured; or

      (2) Performing the duties related to the conduct of the insured's business; or

   b. The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **a.** above.

   This exclusion applies:

   a. Whether the insured may be liable as an employer or in any other capacity; and

   b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract". For the purposes of the policy, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. **Care, Custody or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the insured or in the insured's care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. **Handling of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the insured.

8. **Movement of Property by Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. **Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

10. **Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. **Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape or "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf the insured; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b** and **6.c** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Uninsured or Underinsured Motorist

Any "claim" for Uninsured or Underinsured Motorists Coverage

14. No-Fault

Any "claim" for Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called.

15. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Supplementary Payments

1. We will pay:

   a. "claim expenses"; and

   b. all costs taxed against the insured in a "suit" which are incurred after the exhaustion of the "each accident retention", but only if the insured has satisfied its "each accident retention".

2. We will pay the interest on that portion of a judgment or settlement in excess of the amount of the "each accident retention" that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of liability.

Amounts paid under **1.** and **2.** above will not reduce the limits of liability.

SECTION II - WHO IS AN INSURED

Each of the following is an insured:

A. You for any covered "auto."

B. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

1. The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
3. Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
4. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto";
5. A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

C. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

D. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the policy. However, insured does not include any subsidiary that is an insured under any other automobile liability policy or would be an insured under such a policy but for its termination or the exhaustion of its Limits of Liability.

E. Any organization that is acquired or formed by you and over which you maintain majority ownership.

However insured does not include any newly formed or acquired organization:

1. That is a joint venture or partnership;
2. That is an insured under any other policy;
3. That has exhausted its Limit of Liability under any other policy; or
4. 180 days or more after its acquisition or formation by you, unless you have given us notice.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

F. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

SECTION III - LIMITS OF LIABILITY

Subject to Item **1.** of the **Insuring Agreement**, the Limits of Liability shown in the Declarations and the rules below fix the most we will pay for the total of all damages and "covered pollution cost or expense" combined regardless of the number of covered "autos", insureds, premiums paid, "claims" made or vehicles involved in the "accident":

The Each "Accident" Limit shown on the Declarations page is the most we will pay because of all damages and "covered pollution cost or expense" arising out of any one "accident" in excess of the "Each Accident Retention."

All "bodily injury", "property damage" or "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

If more than one limit of liability under this policy and any endorsements attached thereto applies to any "claim" or "suit," the most we will pay under this policy and such endorsements is the single highest limit of liability of all coverages applicable to such "claim" or "suit".

SECTION IV - CONDITIONS

A. **Appeals**

In the event any insured elect not to appeal a judgment in excess of the "each accident retention", we may, at our option, elect to make such appeal at our cost and expense, although we will in no event be obligated to post or obtain any appeal bond (but we will, under these circumstances pay for the cost of such a bond obtained by the insured). We shall be liable in addition to the applicable limit of liability, for taxable costs and disbursements and interest incidental thereto, but in no event shall our liability for damages or "covered pollution cost or expense" arising out of any one "accident" exceed the Each "Accident" Limit stated in the Declarations.

If a judgment is rendered in excess of the limits of the "each accident retention" and we offer to pay our full share of such judgment, but you or any insured elect to appeal it, you will bear:

1. The cost of obtaining any appeal bond;
2. All "claim expenses", taxable costs, disbursements and additional interest incidental to such appeal; and
3. Any increase in damages or in "covered pollution cost or expense" over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

B. **Bankruptcy**

Bankruptcy or insolvency of the insured or of an insured's estate will not relieve us of our obligations under this policy.

C. **Cancellation**

1. The Named Insured first shown in the Declarations may cancel this policy by:
   a. Mailing or delivering to us advance written notice of cancellation; or
   b. Surrendering the policy to us or to any of our authorized agents.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations written notice of cancellation at least:
   a. Ten (10) days before the effective date of cancellation, if we cancel for non-payment of any premium when due; or
   b. Sixty (60) days before the effective date of cancellation, if we cancel for any other reason.

The ten (10) days or sixty (60) days in **a.** and **b.** above are replaced by longer minimum number of days requirements, if any, of the state shown as the mailing

address of the Named Insured first shown in the Declarations.

3. We will mail or deliver our notice to the last mailing address known to us of the Named Insured first shown in the Declarations.
4. Notice of cancellation by us will state the effective date of cancellation. The "policy period" will end on that date.
5. If this policy is cancelled, we will send the Named Insured first shown in the Declarations any premium refund due. If we cancel, the refund will be pro-rata. If the Named Insured cancels, we shall compute the return premium at 90% of the pro-rata unearned premium. We shall in any event be entitled to retain any Minimum Retained Premium stated on the Declarations.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded.

The Named Insured first shown in the Declarations is authorized on behalf of all insureds to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

E. Duties In The Event Of Accident, Claim Or Suit

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

1. You must see to it that we are notified as soon as practicable of an "accident" which may result in a "claim" under this policy. This requirement applies only when such "accident" is known to:
   a. You, if you are an individual;
   b. Any executive officer or insurance manager of an insured;
   c. Any elected or appointed official, if an insured is a political subdivision or public entity;
   d. A partner, if you are a partnership; or
   e. Any member, if an insured is a joint venture or a limited liability company.

   To the extent possible, notice should include:
   a. How, when and where the "accident" took place;
   b. The names and addresses of any injured persons and witnesses; and
   c. The nature and location of any "bodily injury", "property damage" or "covered pollution cost or expense" arising out of the "accident".
2. If a "claim" is made or "suit" is brought against any insured, you must:
   a. Immediately record the specifics of the "claim" or "suit" and the date received; and
   b. Notify us in writing as soon as practicable if the "claim" is likely to exceed the amount of the "each accident retention".
3. You and any other involved insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit" involving or likely to involve a sum in excess of your "each accident retention";
   b. Authorize us to obtain records and other information;
   c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit";
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "bodily injury", "property damage" or "covered pollution cost or expense" to which this policy or the "each accident retention" applies;
   e. Advise us of the name and address of defense counsel retained to represent the insured's interest with respect to the "each accident retention";
   f. Furnish us the following information:
      (1) Quarterly loss runs identifying all open and paid "claims" and "claim expenses". Such loss runs shall be furnished until all "claims" and "claim expenses" are paid.
      (2) Complete information on all "claims" reserved for 50% or more of the "each accident retention". This information must be furnished within 30 days from the date such reserve is established.
      (3) Complete information on all "claims" (including multiple "claims") arising out of an "accident" which might

require payment in excess of the "each accident retention". This information must be furnished within 30 days from the date such possibility first arises.

(4) Complete information on any "claim" arising out of an "accident" involving a minor child or any of the following injuries:

(a) Death,

(b) Quadriplegia,

(c) Paraplegia,

(d) Brain damage,

(e) Loss of vision,

(f) Loss of limb, or

(g) Hospitalization for more than 30 days.

This information must be furnished within thirty (30) days from the date such "claim" is first made; and

g. Maintain adequate "claim" records and supporting data which document reserves for payment of "claims", dates and amounts of any settlements, including specific identification of "claim expenses" incurred and paid.

4. The Insured, as respects its "each accident retention", shall exercise good faith and due diligence in evaluating whether to accept or reject a settlement offer extended by a party making a "claim" against such Insured. A failure by an insured to exercise such good faith or due diligence will void any coverage under the terms of this policy as to that portion of any subsequent judgment or settlement in excess of the amount of the settlement that should and could have been accepted.

No insureds shall make or agree to any settlement for a sum in excess of the "each accident retention" without our consent.

5. No Insureds will, except at their own cost, make a payment, assume any obligation, or incur any expense, other than first aid, without our consent.

F. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward.

We may do the same as to the books and records of any organization you newly acquire or form that is deemed to be a Named Insured under this policy.

G. Inspection And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. We do not undertake any duty to provide for the health or safety of any person. And we do not represent or warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

H. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

I. **Maintenance of Self-Insured Retention**

You shall do whatever is required, including provision of sufficient funds, to maintain the "each accident retention" in full effect during the currency of this policy. If the "each accident retention" becomes invalid, suspended, unenforceable or uncollectible for any reason, including bankruptcy or insolvency, we shall be liable only to the extent we would have been had such "each accident retention" remained in full effect.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any change in the operating status of any "each accident retention", or when the sum of all incurred losses and "claim expenses" equals or exceeds 70% of the "each-accident retention."

J. **Other Insurance**

This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

If this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for damages in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

K. **Premiums**

1. We will compute all premiums for this policy, including any applicable Audit Premium, Minimum Retained Audit Premium and Minimum Retained Premium in accordance with our rules, rates and rating plans.
2. The Named Insured first shown in the Declarations:
   a. Is responsible for the payment of all premiums when due; and
   b. Will be the payee for any return premiums we pay.
3. If the Deposit Premium set forth in the Declarations is adjustable, such Deposit Premium is an estimated premium for the Audit Period set forth in the Declarations. At the end of such Audit Period, we will compute any applicable Audit Premium.

   Then:

   a. Audit Premium which is greater than the paid Deposit Premium is due and payable by the Named Insured first shown in the Declarations upon notice; or
   b. Paid Deposit Premium which is greater than Audit Premium will be refunded to the Named Insured first shown in the Declarations, subject to any Minimum Retained Audit Premium and Minimum Retained Premium set forth in the Declarations.

   Whichever of **a.** or **b.** applies.
4. The Named Insured first shown on the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.
5. The Minimum Retained Premium stated in the Declarations shall be considered as fully earned at the Inception of the policy.

L. **Representations**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations; and
4. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

M. **Separation Of Insureds**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

N. **Transfer of Rights Of Recovery Against Others To Us**

1. If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us.

   The Insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
2. Recoveries shall be applied to reimburse:
   a. First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
   b. Second, us, along with any other insurers having a quota share interest at the same level;

c. Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a "claim" by agreement signed by all interests.

3. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

O. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an Individual insured.

If any insured dies, that insured's rights and duties will be transferred to that insured's legal representative but only while acting within the scope of duties as that Insured's legal representative.

Until the insured's legal representative is appointed, anyone having proper temporary custody of that insured's property will have that Insured's rights and duties but only with respect to that property.

P. Non-Renewal

1. If we decide not to renew this policy, we will mail or deliver written notice of non-renewal to the Named Insured first shown in the Declarations at least thirty (30) days before the end of the "policy period".
2. If notice is mailed, we will mail it to the last mailing address known to us of the Named Insured first shown in the Declarations.

   Proof of mailing will be sufficient notice.
3. If we offer to renew this policy and the Named Insured first shown in the Declarations does not accept our offer during the current "policy period", this policy will expire at the end of such "policy period".

Q. Two Or More Policies Issued By Us

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

R. Policy Period, Coverage Territory

Under this policy, we cover "accidents" occurring:

1. During the "policy period" shown on the Declarations; and
2. Within the coverage territory.

The coverage territory is:

1. The United States of America;
2. The territories and possessions of the United States of America;
3. Puerto Rico;
4. Canada; and
5. For short term (thirty (30) days or less) hired "autos", the coverage territory is anywhere in the world, provided that if the insured's responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit", the "suit" is brought in the territory described in items a. - d. above.

We also cover "accidents" involving a covered "auto" while being transported between any of these places.

S. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you at any time as it relates to this policy. It is also void if you or any other insured at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The covered "auto";
3. Your interest in the covered "auto"; or
4. A "claim" under this policy.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semi-trailer designed for travel on public roads, but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Claim" means a demand received by any insured for:

1. Damages alleging "bodily injury" or "property damage"; or
2. "Covered pollution cost or expense"

to persons or property, including the institution of a "suit" for such damages or "covered pollution cost or expense" against any insured.

E. "Claim expenses" means:

1. All expenses incurred by or on behalf of the insured with our written consent; and
2. All expenses incurred by us on behalf of the insured, if we assume control of the defense pursuant to paragraph 3. of the Insuring Agreement;

but "claim expenses" include only those expenses incurred in the investigation or defense of "claims" or "suits". "Claim" fees paid to the insured's "claim servicing agency are not "claim expenses".

Salaries of your and our regular "employees" are excluded from this definition; but the costs and expenses of our staff defense counsel and legal assistants are included.

"Claim expenses" are not damages.

F. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any "claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:
   (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
   (2) Otherwise in the course of transit by or on behalf of the insured;
   (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or
c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs f. (2) and (3) of the definition of "mobile equipment."

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

G. "Each accident retention" means the amount stated in the Declarations which you or any insured must pay as (1) damages, (2) "covered pollution cost or expense" and (3) "claim expenses" for any one "accident" before we will pay anything. The "each accident retention" will be applied separately to each "accident" as respects first the payment of damages and then to the payment of "claim expenses".

H. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

I. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease hire, rent or borrow from any of your "employees" or partners or members of their households.

J. "Insured Contract" means:

1. A lease of premises;
2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract of agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any or your employees, of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

   An "insured contract" does not include that part of any contract or agreement:

   a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel underpass or crossing; or

   b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

   c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

K. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

L. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

   a. Power cranes, shovels, loaders, diggers or drills; or

   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation or persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

   a. Equipment designed primarily for:

      (1) Snow removal;

      (2) Road maintenance, but not construction or resurfacing;

      (3) Street cleaning;

   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

M. "Non-owned auto" means any "auto" you do not own, lease, hire rent or borrow that is used in connection with your business. This includes any "auto" owned by your "employees" or partners or members of their households but only while used in your business or your personal affairs.

N. "Owned auto" means "autos" owned by you This includes "trailers" you do not own while attached to power units you own. This includes those "autos" you acquire ownership of after the policy begins.

O. "Policy period" means the period beginning with the inception date shown on the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date shown on the Declarations.

P. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Q. "Property damage" means damage to or loss of use of tangible property.

R. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. "Covered pollution cost or expense",

to which this insurance applies are alleged.

"Suit" includes:

1. An arbitration proceeding in which such damages or "covered pollution cost or expense" are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages or "covered pollution cost or expense" are claimed and to which the insured submits with our consent.

S. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

T. "Trailer" includes a semi-trailer.

SECTION VI - NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

A. This policy does not apply:

1. To any "bodily injury" or "property damage":
   a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
   b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. To any "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
   a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
   b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
   c. The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material;"

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility";

"Nuclear facility" means:

1. Any "nuclear reactor";
2. Any equipment or device designed or used for a. separating the isotopes of uranium or plutonium, b. processing or utilizing "spent fuel", or c. handling, processing or packaging "waste";
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operation conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

Exclusion B.7. is amended to include:
"c. Coverage is extended for Bodily Injury resulting from the handling of people from the place where they are accepted by the insured for movement into or onto the covered auto and after the are moved from the covered auto to the place where they are finally delivered by the insured."

27. Retirement benefit schemes (continued)

Movements in the fair value of scheme assets were as follows:

	2012 $m	2011 $m	2010 $m
At 1 April	758.8	789.2	644.6
Expected return on assets	47.1	49.9	37.7
Company contributions	34.5	18.1	21.9
Employee contributions	3.2	2.7	1.9
Benefits paid from schemes	(91.8)	(90.2)	(106.3)
Actuarial (loss)/gain	(10.1)	28.9	132.8
Currency (loss)/gain	(5.3)	(39.8)	56.6
At 31 March	736.4	758.8	789.2

The analysis of the scheme assets and the expected rate of return at the balance sheet date was as follows:

	Expected return 2012 %	Fair value of assets 2012 $m	Expected return 2011 %	Fair value of assets 2011 $m	Expected return 2010 %	Fair value of assets 2010 $m
Equity instruments	9.00	347.1	9.00	374.8	9.00	394.1
Debt instruments	3.40	329.1	4.65	325.7	4.60	288.8
Other assets	2.60-7.50	60.2	4.00 – 7.50	58.4	3.50 – 9.00	106.3
		736.4		758.9		789.2

The expected rates of return on assets were determined by looking at the individual asset classes and applying a model developed by Aon, an independent firm of actuaries.

28. Related party transactions

Transactions between the Company and its subsidiaries, which are related parties, have been eliminated and are not disclosed in this note.

Amounts due to the parent company, FirstGroup plc, of $2,465.7m (2011: $2,739.6m) are included within non-current liabilities due to the nature of the pay back provisions. Interest is calculated on these at the rate of LIBOR plus 0.41 - 2.45%. The movement within the year is primarily due to working capital movement.

The group paid interest to its parent company of $17.5m (2011: $17.7m) under the parent company borrowing facility.

FirstGroup Acquisitions Inc is the immediate parent company of FirstGroup America, Inc. The directors regard FirstGroup plc, incorporated in the United Kingdom, as the ultimate parent undertaking and controlling party. The consolidated accounts of the ultimate undertaking are available from 395 King Street, Aberdeen, AB24 5RP, Scotland, United Kingdom.

Notes to the financial statements
Year ended 31 March 2012

29. Remuneration of key management personnel

The remuneration of key management personnel of the Group is set out below in aggregate for each of the categories specified in the IAS 24 Related Party Disclosures. The remuneration of key management includes directors as named previously during the period in which they served.

	2012 $m	2011 $m
Basic salaries	0.6	0.5
Performance related bonuses	-	0.2
Pension contributions	-	-
Other benefits	0.1	0.1
	0.7	0.8

FirstGroup America, Inc.

Report and Financial Statements

31 March 2011

FirstGroup America, Inc.

Report and financial statements 2011

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FirstGroup America, Inc.

Report and financial statements 2011

Officers and professional advisers

Directors

[redacted]

Secretary

[redacted]

Registered Office

2711 Centerville
Suite 400
Wilmington
Delaware
19808

Bankers

JP Morgan Chase
New York

Solicitors

Dinsmore & Shohl
Cincinnati

Auditors

Deloitte LLP
Chartered Accountants
London, United Kingdom

FirstGroup America, Inc.

Directors' report

The directors present their annual report and the non-statutory audited financial statements for the year ended 31 March 2011.

Principal activities

The principal activity of FirstGroup America and its subsidiaries (the "Group") is the provision of passenger transport services.

Review of the business

Headquartered in Cincinnati, Ohio, our three operations are spread across North America.

Results

In North America the Group has three operating divisions: Yellow School Buses (First Student), Transit Contracting, Management and Vehicle Fleet Maintenance Services (First Transit) and intercity coach services (Greyhound). Headquartered in Cincinnati, FirstGroup America Inc. operates across the U S and Canada. Revenue from our three businesses of Student, Transit and Greyhound was $4,664.3m (2010: $4,668.2m). Operating profit before amortization expense and non-recurring items decreased to $352.0m (2010: $375 3m) representing a decrease of 6.2%, reflecting the impact of reduced ancillary revenues as a result of budgetary pressure at school board level. Additionally, there were $89 9m (2010: $50.0m) of non-recurring items detailed in note 5.

First Student

First Student is the largest provider of student transportation in North America with a fleet of approximately 57,000 yellow school buses, carrying some 5 25 million students every day across the US and Canada. With government mandates for schools to provide transportation for students, contracts are typically between three and five years.

The environment for our First Student business remained challenging throughout the year, with a revenue decrease of 2.6% to $2, 167 3m (2010: $2,533 1m) and an operating profit (before amortization expense and non-recurring items) decrease to $200 2m (2010: $274 1m). As school boards reduced their overall transportation expenditures due to budgetary constraints, we were not able to flex our costs and achieve sufficient operating efficiencies to offset the pressure on operating margin.

While we anticipate the pressure on margins will continue into 2011 12, we are taking action with the implementation of a business recovery plan that will create a more flexible and robust business.

As part of our clear plan to address First Student we are restructuring the business to create a more agile, sustainable operating model and stabilize the operating margin. This will create a business model better placed to withstand changing economic conditions and will also allow for the full potential of the business to be realized. The streamlined organizational structure will reduce overhead costs and simplify reporting layers to provide greater visibility and accountability. We are also right sizing our fleet with respect to a number of vehicles held for sale or as surplus fleet, addressing underperforming contracts within the portfolio and maximizing the contract portfolio value.

We delivered a good operating performance in respect to the start-up of the new school year in September 2010, including commencement of a number of large contracts together with several conversion contracts from the public sector following the decision by their school boards to outsource the provision of school transportation.

During the year, FOCUS, our industry leading GPS-based technology system, which provides enhanced operational data by linking on-board with back office information and systems, was rolled out to a further 117 locations. By the start of the 2011 12 school year we expect to have installed FOCUS into the vast majority of our U S school bus fleet providing the platform for greater efficiencies through enhanced data and processes.

Directors' report

First Student (continued)

We were pleased to show improved performance in the results of our annual customer survey. We achieved higher scores across all categories, demonstrating that our customers recognize and value the strong commitment to excellent service at every level throughout the business.

First Student is a fundamentally strong business which, as the market leader, is uniquely placed to leverage its scale. We believe that the business is not currently harnessing its full potential and therefore are implementing actions that will create a more efficient business model with significantly increased operational leverage which, as the market stabilizes, will enable us to extend our leadership position and ensure that First Student continues to provide long-term, sustainable growth.

First Transit

Our First Transit business has developed in line with our expectations. During the period, revenue increased by 3.3% to $1,199.0m (2010: $1,160.2m). Operating profit (before amortization expense and non-recurring items) was $89.4m (2010: $84.4m).

First Transit delivered an operating margin of 7.5%. We remain encouraged by the good returns from low or no capital investment and continue to develop opportunities for further growth in this fragmented and diverse market. Our strategy remains to focus on the faster growing paratransit and shuttle bus contracting segments with new contracts won during the year, including a 5 year contract for paratransit services in Reno, Nevada, with annualized revenues of more than $40m.

We are reducing our exposure to less attractive markets and have taken a charge of $26m in relation to a First Support Services contract in Diego Garcia, including a goodwill impairment charge of $8.0m and provision for projected losses of $18.0 until this contract ends in 2017.

Despite the current environment of reduced transit authority budgets and subsequent increased competition, we were pleased that contract retention was 90%, a good result, albeit slightly lower than in prior years. We were pleased to retain a number of significant contracts including paratransit business in Hartford, Connecticut, San Bernardino and San Diego, California and a long-term university shuttle contract in Atlanta, Georgia. We also retained fixed route contracts in Denver, Colorado and Austin, Texas and commenced a major conversion contract, previously operated in the public sector, on behalf of North County Transit District in San Diego, California.

During the year, First Vehicle Services won significant new business including contracts to start in March and April 2011. Our new contract in Summit County, Colorado is a conversion with fleet maintenance previously performed in-house. Our new contracts with transit authorities in Williamsburg, Virginia and Brownsville, Texas are based on our Transit contracting experience and, in particular, on our experience in maintaining vehicles for the authorities. As the market leader, we continue to leverage our reputation and good relationships with our customers in one segment of First Transit's portfolio to win new business for another.

Our customer survey showed improved results, with significant increases in the key areas of continuous efficiency and cost savings, as we continue to work closely with our customers to deliver a cost effective and high quality service. First Transit's reputation has undoubtedly enhanced our ability to leverage existing business relationships to win new contracts. During the year we extended our relationships in Fort McMurray, Alberta, the City of Durham, North Carolina and Jacksonville, Florida to either win new contracts in complementary services or add significant service under our existing contracts.

Directors' report

Greyhound

We continue to make good progress in transforming Greyhound. During the year passenger revenue, on a like-for-like basis, increased by 0.8% with growth accelerating in the fourth quarter of our financial year. This was particularly encouraging against the ongoing difficult trading backdrop, as high unemployment and a slow economic recovery continued to impact consumer confidence and discretionary spending.

Revenue increased by 2.2% to $985.0m (2010: $963.4m) and operating profit (before amortization expense and non-recurring items) increased to $62.3m (2010: $16.9m). The margin improvement represents the progress made by the team at Greyhound to substantially improve the operational leverage in the business.

Our Greyhound management team remains focused on rigorous management of the network and cost base. Greyhound's highly flexible operating model has enabled targeted mileage reductions of 2.5% and ensured that revenue per mile is ahead of last year. In addition, we continue to take action to make the fundamental changes to the business model necessary to achieve further sustainable growth.

As we continue to modernize Greyhound we maintain a measured and highly disciplined approach to capital investment. During the year we focused our investment on a cost-effective refurbishment program of our mid-life coaches that will significantly enhance the customer experience, improve operational performance and extend the life of the vehicles. We have refurbished over 100 coaches this year and plan to refurbish a further 200 next year. This program, together with targeted investment in new coaches, is delivering a step change in service quality. By April 2012 over 50% of Greyhound's fleet will be new or like new.

In the first half of the year we re-launched greyhound.com. The redesigned site has an expanded Print at Home ticketing capacity and, together with our discounted online fares strategy, is helping to reduce the cost of sales. Internet sales continue to increase with some 25% of all sales now made through greyhound.com.

We continue to progress our Network Transformation Project with over 20% of Greyhound's properties now "right sized" or "right located" to more accessible and convenient sites. We are upgrading the customer experience at the point of sale at each location, during boarding and onboard. In February we introduced new and enhanced ticket kiosks into the northeast market. We are also installing Wi-Fi and arrival/departure screens in major terminals to improve our offering and to provide our customers with better, timely information.

Operational performance is also a key focus. We are utilizing new technology to enable real time monitoring and enhanced tracking by location and by route to improve On Time Performance. This information has enabled Greyhound to re-evaluate turnaround times at each location and identify the root cause of delays so that action plans can be implemented to address specific issues.

BoltBus continues to grow in the highly competitive markets in the northeast U.S. with strong increases in both passenger volumes and revenue. Passenger loadings per bus continue to improve and during the fourth quarter we created a new hub in New Jersey providing services between Newark and Baltimore, Washington DC, Boston and Philadelphia.

In December we successfully launched Greyhound Express, a new service combining features of BoltBus with the strength of the Greyhound brand, with non-stop services from Chicago to several cities in the Midwest. In April 2011 we expanded Greyhound Express further with the launch of new services between Boston and New York.

In Canada, we continue to work through our ongoing plans to match service provision to customer demand or receive a subsidy to operate certain routes. We have reached agreement with the government of Manitoba to continue a subsidy for rural bus services until March 2012. In Alberta and British Columbia we continue to work towards a modernized regulatory framework and expect the results to be realized in 2011/12.

Directors' report

Labor costs

Labor costs represent the largest component of the Group's operating costs. Labor shortages, or low unemployment rates, could hinder the Group's ability to recruit and retain qualified employees leading to a higher than expected increase in the cost of recruitment, training and other staff costs. To mitigate this risk, the Group seeks to structure our recruitment and retain the right people.

Fuel costs

Fuel prices and supply levels can be influenced significantly by international, political and economic circumstances. If fuel supply shortages were to arise because of national strikes, world supply difficulties, disruption of refining capacity or oil imports, the resultant higher fuel prices and disruption to services could adversely impact the Group's operating results. To mitigate the risks of rising fuel costs the Group works with FirstGroup Plc who regularly enter into forward contracts to buy fuel at fixed prices. In addition the Group seeks to limit the impact of unexpected fuel price rises through efficiency and pricing measures.

Insurance costs

Insurance reserves are made from estimates of losses that we will ultimately incur on accidents or incidents that have been reported but not paid and accidents or incidents that have taken place but have not yet been reported. These reserves are based on actuarial valuations that are prepared regularly by independent actuaries. The actuarial valuations are prepared after a number of factors are considered, including: historical claim payment patterns and changes in case reserves, the assumed rate of increase in medical treatment cost, property damage repairs and ultimate compensation. Historical experience and recent trends are the most significant factors considered in the determination of these reserves. Given the magnitude of the claims involved and the length of time until the ultimate cost is known, the use of any estimation technique is inherently uncertain. The Group seeks to mitigate the risk of rising insurance costs by promoting a culture of safety in everything that we do, through the Executive Safety Committee that is headed up by the Chief Executive of FirstGroup plc.

Directors' report (continued)

Terrorism

Terrorist acts and the public's concerns about potential attacks could adversely affect demand for our services. More particularly if we were to be perceived as not taking all reasonable precautions to guard against potential terrorist acts this could adversely affect our reputation with the public. The Group has a Head of Security who is responsible for improved security awareness, the application of good practice in the implementation of security measures and the development and training of our employees so that they can respond effectively to any perceived threat or incident.

Customer service and contract retention

The Group's revenues are at risk if it does not continue to provide the level of service expected by customers. This could result in contracts not being renewed. To mitigate this risk all staff undertake intensive training programs to ensure they are aware of and abide by the levels of service that are required by our customers in each business. The Board also monitors in detail a series of customer service KPIs at each meeting to ensure strict targets are being met.

Employees

The Group is committed to employee involvement and uses a variety of methods to inform, consult and involve its employees in the business. These include divisional company newsletters and circulars. Senior managers within each division meet regularly to discuss current issues and employees are encouraged to discuss any issues with management at any time. The North American Group also operates a confidential hotline, which staff can use to report health and safety, employment-related and other issues concerning them.

Going concern

While the Group is not wholly immune to macroeconomic developments, it has established a strong balanced portfolio of businesses with a majority of Group revenues supported by medium term contracts with government agencies and other large organizations in North America.

The directors have also carried out a detailed review of the Group's 2011-2012 budget with due regard for the risks and uncertainties to which the Group is exposed, the uncertain economic climate and the impact that this could have on trading performance.

Based on this review, the directors believe that the Group continues to have more than adequate resources at their disposal. The financial statements have been prepared on a going concern basis.

FirstGroup America, Inc.

Directors' report (continued)

Directors and their interests

The directors who held office during the year were as follows:

[redacted] (appointed November 1, 2010)
[redacted] (appointed September 9, 2010)
[redacted] (resigned September 9, 2010)
[redacted] (resigned November 1, 2010)

The directors held no interest in the company's shares or the shares of any other group company during the year. The directors are eligible to participate in a sharesave scheme and an executive sharesave scheme of the ultimate parent company FirstGroup plc.

Auditors

Deloitte LLP have expressed their willingness to continue in office as auditors and a resolution to reappoint them will be proposed at the forthcoming Annual General Meeting.

Each of the persons who is a director at the date of approval of this report confirms that: so far as the director is aware, there is no relevant audit information of which the company's auditors are unaware; and the director has taken all the steps that he/she ought to have taken as a director in order to make himself/herself aware of any relevant audit information and to establish that the company's auditors are aware of that information.

Approved by the Board of Directors
and signed on behalf of the Board

[redacted]

Director

June 20, 2011

FirstGroup America, Inc.

Statement of directors' responsibilities

The directors are responsible for preparing the financial statements in accordance with International Financial Reporting Standards ('IFRS').

International Accounting Standard 1 requires that financial statements present fairly for each financial year the Company's financial position, financial performance and cash flows. This requires the faithful representation of the effects of transactions, other events and conditions in accordance with the definitions and recognition criteria for assets, liabilities, income and expenses set out in the International Accounting Standards Board's 'Framework for the preparation and presentation of financial statements'. In virtually all circumstances, a fair presentation will be achieved by compliance with all applicable IFRSs. Directors are also required to:

- properly select and apply accounting policies;
- present information, including accounting policies, in a manner that provides relevant, reliable, comparable and understandable information;
- provide additional disclosures when compliance with the specific requirements in IFRS is insufficient to enable users to understand the impact of particular transactions, other events and conditions on the entity's financial position and financial performance; and
- prepare the accounts on a going concern basis unless, having assessed the ability of the Company to continue as a going concern, management either intends to liquidate the entity or to cease trading, or has no realistic alternative but to do so.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the Company, for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Independent auditor's report to the members of FirstGroup America, Inc.

We have audited the non-statutory Group financial statements of FirstGroup America, Inc. for the year ended 31 March 2011, which comprise the consolidated income statement, the consolidated statement of comprehensive income, the consolidated balance sheet, the consolidated statement of changes in equity, the consolidated cash flow statement and the related notes 1 to 29. These Group financial statements have been prepared under the accounting policies set out therein.

This report is made solely to the company's members in accordance with our letter of engagement dated 17 May 2011 and solely for the purpose of showing the results of management's stewardship of the resources entrusted to it. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an independent auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members, as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of directors and auditors

As explained more fully in the Directors' Responsibilities Statement, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit and express an opinion on the financial statements in accordance with International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's Ethical Standards for Auditors.

Scope of the audit of the financial statements

An audit involves obtaining evidence about the amounts and disclosures in the financial statements sufficient to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or error. This includes an assessment of: whether the accounting policies are appropriate to the Group's and the parent company's circumstances and have been consistently applied and adequately disclosed; the reasonableness of significant accounting estimates made by the directors; and the overall presentation of the financial statements. In addition, we read all the financial and non-financial information in the annual report to identify material inconsistencies with the audited financial statements. If we become aware of any apparent material misstatements or inconsistencies we consider the implications for our report.

Opinion on financial statements

In our opinion:

- the non-statutory financial statements give a true and fair view of the state of the Group's affairs as at 31 March 2011 and of its profit for the year then ended; and
- the non-statutory financial statements have been properly prepared in accordance with and in accordance with the accounting policies set out therein.

Deloitte LLP
Chartered Accountants
London, United Kingdom
21 June 2011

FirstGroup America, Inc.

Consolidated income statement
Year ended 31 March 2011

	Notes	2011 $m	2010 $m
Revenue	3	4,664.3	4,668.2
Operating costs		(4,312.3)	(4,292.9)
Operating profit before amortization expense and non-recurring items		352.0	375.3
Amortization expense		(43.9)	(44.1)
Non-recurring items	5	(89.9)	(50.0)
Operating profit	6	218.2	281.2
Finance costs	8	(201.1)	(202.6)
Profit before tax		17.1	78.6
Tax	9	(7.7)	(32.5)
Profit for the year from continuing operations		9.4	46.1
Attributable to:			
Equity holders of the parent		13.8	44.2
Non-controlling interests		(4.4)	1.9
		9.4	46.1

FirstGroup America, Inc.

Consolidated statement of comprehensive income
Year ended 31 March 2011

	Note	2011 $m	2010 $m
Profit for the year		9.4	46.1
Other comprehensive income			
Actuarial loss on defined benefit pension schemes	27	(24.0)	(9.7)
Deferred tax on actuarial loss on defined benefit pension schemes		9.2	3.7
Derivative hedging instrument movements		1.8	59.2
Deferred tax on hedging instrument movements		(1.9)	(22.5)
Foreign currency movements		58.7	(11.6)
Other comprehensive income for the year		46.8	19.1
Total comprehensive income for the year		56.2	65.2
Attributable to:			
Equity holders of the parent		60.6	63.3
Non-controlling interests		(4.4)	1.9
		56.2	65.2

FirstGroup America, Inc.

Consolidated balance sheet
31 March 2011

	Notes	2011 $m	2010 $m
Non-current assets			
Goodwill	10	2,387.3	2,380.1
Other intangible assets	11	548.7	587.8
Property, plant and equipment	12	1,993.3	2,058.8
External Investments		5.1	5.4
Financial assets - Derivative financial instruments		7.7	2.4
Deferred tax assets	21	53.1	0.1
		4,995.2	5,034.6
Current assets			
Inventories	13	76.3	72.3
Trade and other receivables	14	486.3	513.7
Financial assets - Derivative financial instruments		11.0	0.8
Cash and equivalents	17	90.8	115.5
		664.4	702.3
Non-current assets classified as held for sale	15	7.5	6.0
Total assets		5,667.1	5,742.9
Current liabilities			
Trade and other payables	16	669.2	523.6
Financial liabilities - Current maturity of long-term debt	18	-	-
- Current maturity of finance leases	19	42.0	28.6
- Derivative financial instruments		-	3.6
		711.2	555.8
Net current assets		(46.8)	146.5
Non-current liabilities			
Self-insured liabilities	22	317.5	402.6
Long-term provision	22	51.3	77.9
Pension liability	27	287.7	245.5
Intercompany balances	28	2,739.6	2,975.8
Long term debt	18	34.4	70.6
Finance leases	19	199.7	145.2
Financial liabilities - Derivative financial instruments		-	-
		3,630.2	3,917.6
Total liabilities		4,341.4	4,473.4
Net assets		1,325.7	1,269.5

FirstGroup America, Inc.

Consolidated balance sheet (continued)
31 March 2011

	Notes	2011 $m	2010 $m
Equity			
Share capital	26	-	-
Share premium account	23	953.0	953.0
Retained earnings	23	351.7	298.0
Hedging reserve	23	11.2	8.3
Equity attributable to owners of the company		1,315.9	1,259.3
Non-controlling interest		9.8	10.2
Total equity		1,325.7	1,269.5

These financial statements were approved by the Board of Directors on June 20, 2011.

[redacted] of Directors

Director [redacted]

FirstGroup America, Inc.

Consolidated statement of changes in equity
31 March 2011

	Share capital $m	Share premium $m	Hedging reserve $m	Retained earnings $m	Total before Non-Controlling Interest $m	Non-Controlling Interest $m	Total $m
At 1 April 2009	-	953.0	(28.4)	271.4	1,196.0	8.3	1,204.3
Total comprehensive income for the year	-	-	-	50.1	50.1	1.9	52.0
Dividends paid	-	-	-	-	-	-	-
Foreign exchange movement	-	-	-	(17.5)	(17.5)	-	(17.5)
Actuarial loss on defined benefit pension schemes	-	-	-	(9.7)	(9.7)	-	(9.7)
Deferred tax on actuarial loss	-	-	-	3.7	3.7	-	3.7
Derivative hedging instrument movement	-	-	59.2	-	59.2	-	59.2
Deferred tax on derivative hedging instrument movement	-	-	(22.5)	-	(22.5)	-	(22.5)
At 31 March 2010	-	953.0	8.3	298.0	1,259.3	10.2	1,269.5
Total comprehensive income for the year		-	-	60.6	60.6	(4.4)	56.2
Dividends paid	-	-	-	-	-	2.7	2.7
Foreign exchange movement	-	-	-	7.9	7.9	1.3	9.2
Actuarial loss on defined benefit pension schemes	-	-	-	(24.0)	(24.0)	-	(24.0)
Deferred tax on actuarial loss	-		-	9.2	9.2		9.2
Derivative hedging instrument movement	-	-	1.8	-	1.8	-	1.8
Deferred tax on derivative hedging instrument movement	-	-	(1.9)		(1.9)	-	(1.9)
At 31 March 2011	-	953.0	11.2	351.7	1,315.9	9.8	1,325.7

The hedging reserve records the movement on designated hedging items

The 'share premium' account represents the premium on shares. The reserve is non-distributable.

FirstGroup America, Inc.

Consolidated cash flow statement
Year ended 31 March 2011

	2011 $m	2010 $m
Cash flows from operating activities		
Operating profit	218.2	281.2
Profit/Loss on disposal of Property, Plant, and Equipment	(17.4)	(6.2)
Depreciation/Amortization	341.8	332.4
Operating cash flows before working capital	542.6	607.4
Decrease/(increase) in inventories	4.0	13.9
Decrease in receivables and other current assets	27.4	3.2
Decrease in payables and other current liabilities	145.6	(29.9)
Decrease/(increase) in other working capital	45.3	(71.4)
Decrease in pension liability	(42.2)	(21.0)
(Decrease)/increase in self insurance liability	(85.1)	(42.1)
Cash generated by operations	637.6	460.1
Corporate tax paid	(7.7)	(12.3)
Interest paid	(184.7)	(68.7)
Net cash from operating activities	445.2	379.1
Investing activities		
Proceeds for disposal of property, plant and equipment	26.7	10.8
Purchase of property, plant and equipment	(278.1)	(205.0)
Acquisition of businesses	(4.9)	-
Net cash used in investing activities	(256.3)	(194.2)
Financing activities		
Net change under finance leases	31.7	11.7
Net change of bank debt	(9.1)	(8.1)
Net change in advances from related party	(236.2)	(211.4)
Net cash from financing activities	(213.6)	(177.8)
Net increase in cash and cash equivalents	(24.7)	7.1
Cash and cash equivalents at beginning of year	115.5	108.4
Cash and cash equivalents at end of year	90.8	115.5

FirstGroup America, Inc.

Notes to the financial statements
Year ended 31 March 2011

1. General information

FirstGroup America, Inc. is a Company incorporated in the United States of America. The address of the registered office is 2711 Centerville, Suite 400, Wilmington, DE 19808. The nature of the Group's operations and its principal activities are set out on pages 2 to 6. These financial statements are presented in United States dollars because that is the currency of the primary economic environment in which the Group operates.

2. Statement of accounting policies

Basis of accounting

The non-statutory financial statements have been prepared in accordance with the accounting policies detailed below. These are extracted from FirstGroup plc's audited financial statements for the year ended 31 March 2011 which were prepared in accordance with International Financial Reporting Standards.

The non-statutory financial statements have been prepared on the historical cost basis, except for the revaluation of certain financial instruments. The principal accounting policies adopted are set out below.

Going concern

The financial statements are prepared on a going concern basis. As disclosed on page 6, the directors believe that the Group has adequate resources to continue in operational existence for the foreseeable future.

Basis of consolidation

The consolidated financial statements incorporate the financial statements of the Company and entities controlled by the Company (its subsidiaries) made up to 31 March each year. Control is achieved where the Company has the power to govern the financial and operating policies of an investee entity so as to obtain benefits from its activities.

The results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the effective date of acquisition or up to the effective date of disposal, as appropriate. Where necessary, adjustments are made to the financial statements of subsidiaries to bring the accounting policies used into line with those used by the group. All intra-group transactions, balances, income and expenses are eliminated on consolidation.

Non-controlling interests in subsidiaries are identified separately from the Group's equity therein. The interests of non-controlling shareholders may be initially measured at fair value or at the non-controlling interests' proportionate share of the fair value of the acquiree's identifiable net assets. The choice of measurement is made on an acquisition-by-acquisition basis. Subsequent to acquisition, the carrying amount of non-controlling interests is the amount of those interests at initial recognition plus the non-controlling interests' share of subsequent changes in equity. Total comprehensive income is attributed to non-controlling interests even if this results in the non-controlling interests having a deficit balance.

Changes in the Group's interests in subsidiaries that do not result in a loss of control are accounted for as equity transactions. The carrying amount of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognised directly in equity and attributed to the owners of the Company.

When the Group loses control of a subsidiary, the profit or loss on disposal is calculated as the difference between (i) the aggregate of the fair value of the consideration received and the fair value of any retained interest and (ii) the previous carrying amount of the assets (including goodwill), less liabilities of the subsidiary and any non-controlling interests. Amounts previously recognised in other comprehensive income in relation to the subsidiary are accounted for (i.e. reclassified to profit or loss or transferred directly to retained earnings) in the same manner as would be required if the relevant assets or liabilities were disposed of. The fair value of any investment retained in the former subsidiary at the date when control is lost is regarded as the fair value on initial recognition for subsequent accounting under IAS 39 Financial Instruments: Recognition and Measurement or, when applicable, the costs on initial recognition of an investment in an associate or jointly controlled entity.

Notes to the financial statements
Year ended 31 March 2011

2. **Statement of accounting policies (continued)**

Business combinations

Acquisitions of subsidiaries and businesses are accounted for using the acquisition method. The consideration for each acquisition is measured at the aggregate of the fair values (at the date of exchange) of assets given, liabilities incurred or assumed, and equity instruments issued by the Group in exchange for control of the acquiree. Acquisition-related costs are recognised in profit or loss as incurred.

Where applicable, the consideration for the acquisition includes any asset or liability resulting from a contingent consideration arrangement, measured at its acquisition-date fair value. Subsequent changes in such fair values are adjusted against the cost of acquisition where they qualify as measurement period adjustments (see below). All other subsequent changes in the fair value of contingent consideration classified as an asset or liability are accounted for in accordance with relevant IFRSs. Changes in the fair value of contingent consideration classified as equity are not recognised.

Where a business combination is achieved in stages, the Group's previously-held interests in the acquired entity are remeasured to fair value at the acquisition date (i.e. the date the Group attains control) and the resulting gain or loss, if any, is recognised in profit or loss. Amounts arising from interests in the acquiree prior to the acquisition date that have previously been recognised in other comprehensive income are reclassified to profit or loss, where such treatment would be appropriate if that interest were disposed of.

The acquiree's identifiable assets, liabilities and contingent liabilities that meet the conditions for recognition under IFRS 3(2008) are recognised at their fair value at the acquisition date, except that:

- deferred tax assets or liabilities and liabilities or assets related to employee benefit arrangements are recognised and measured in accordance with IAS 12 Income Taxes and IAS 19 Employee Benefits respectively;
- liabilities or equity instruments related to the replacement by the Group of an acquiree's share-based payment awards are measured in accordance with IFRS 2 Share-based Payment; and
- assets (or disposal groups) that are classified as held for sale in accordance with IFRS 5 Non-current Assets Held for Sale and Discontinued Operations are measured in accordance with that Standard.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Group reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted during the measurement period (see below), or additional assets or liabilities are recognised, to reflect new information obtained about facts and circumstances that existed as of the acquisition date that, if known, would have affected the amounts recognised as of that date.

The measurement period is the period from the date of acquisition to the date the Group obtains complete information about facts and circumstances that existed as of the acquisition date, and is subject to a maximum of one year.

Non-current assets held for sale

Non-current assets classified as held for sale are measured at the lower of carrying amount and fair value less costs to sell.

Non-current assets are classified as held for sale if their carrying amount will be recovered through a sale transaction rather than through continuing use. This condition is regarded as met only when the sale is highly probable and the asset is available for immediate sale in its present condition. Management must be committed to the sale which should be expected to qualify for recognition as a completed sale within one year from the date of classification.

Goodwill and intangible assets

Goodwill arising on consolidation represents the excess of the cost of acquisition over the Group's interest in the fair value of the identifiable assets and liabilities of a subsidiary, associate or jointly controlled entity at the date of acquisition.

Notes to the financial statements
Year ended 31 March 2011

2. Statement of accounting policies (continued)

Goodwill and intangible assets (continued)

Goodwill is initially recognized as an asset at cost and is subsequently measured at cost less any accumulated impairment losses. Goodwill which is recognized as an asset is reviewed for impairment at least annually. Any impairment is recognized immediately in the income statement and is not subsequently reversed.

For the purpose of impairment testing, goodwill is allocated to each of the Group's cash-generating units. Cash-generating units to which goodwill has been allocated are tested for impairment annually, or more frequently where there is an indication that the unit may be impaired. If the recoverable amount of the cash-generating unit is less than the carrying amount of the unit, the impairment loss is allocated to the unit and then to the other assets of the unit pro-rata on the basis of the carrying amount of each asset in the unit. An impairment loss recognized for goodwill is not reversed in a subsequent period.

On disposal of a subsidiary, associate or jointly controlled entity, the attributable amount of goodwill is included in the determination of the profit or loss on disposal.

Goodwill arising on acquisitions before the date of transition to IFRSs has been retained at the previous US GAAP amounts subject to being tested for impairment at that date.

The existing finite life intangible assets have a residual value of nil and are amortized over their useful economic lives as follows:

Customer contracts - over the life of the contract	(9 to 20 years)
Greyhound brand and trade name - over the life of the brand	(20 years)

Revenue recognition

Revenue principally comprises revenue from road passenger transport, and certain management and maintenance services. Where appropriate, amounts are shown net of rebates and sales taxes.

Revenue principally comprises amounts receivable from contracts with government bodies and similar organizations and is recognized as the services are provided. Greyhound coach revenue mainly comprises of amounts receivable from ticket sales.

Interest income is recognized on an accruals basis.

Leasing

Leases are classified as finance leases whenever the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee. All other leases are classified as operating leases and the rental charges are charged against income on a straight-line basis over the life of the lease.

Assets held under hire purchase contracts and finance leases are recognized as assets of the Group at their fair value or, if lower, at the present value of the minimum lease payments, each determined at the inception of the lease. The corresponding liability is included in the balance sheet as a finance lease obligation. Lease payments are apportioned between finance charges and reduction of the lease obligation so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are charged directly against income, unless they are directly attributable to qualifying assets, in which case they are capitalized in accordance with the Group's general policy on borrowing costs (see below).

Benefits received and receivable as an incentive to enter into an operating lease are also spread on a straight-line basis over the lease term.

Foreign currencies

The individual financial statements are presented in the currency of the primary economic environment in which it operates (its functional currency). For the purpose of the consolidated financial statements, the results and financial position of the Group are expressed in US dollars, which is the functional currency of the Company, and the presentation currency for the consolidated financial statements.

Notes to the financial statements
Year ended 31 March 2011

2. Statement of accounting policies (continued)

Foreign currencies (continued)

In preparing the financial statements of the individual companies, transactions in currencies other than US dollars are recorded at the rates of exchange prevailing on the dates of the transactions. At each balance sheet date, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing on the balance sheet date. Non-monetary assets and liabilities carried at fair value that are denominated in foreign currencies are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

Exchange differences arising on the settlement of monetary items, and on the retranslation of monetary items, are included in the income statement for the period. Exchange differences arising on the retranslation of non-monetary items carried at fair value are included in the income statement for the period except for differences arising on the retranslation of non-monetary items in respect of which gains and losses are recognized directly in equity. For such non-monetary items, any exchange component of that gain or loss is also recognized directly in equity.

Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entity and translated at the closing rate.

Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

All other borrowing costs are recognized in the income statement in the period in which they are incurred.

Operating profit

Operating profit is stated after charging intangible asset amortization and other non-recurring items but before investment income and finance costs.

Non-recurring items

Non-recurring items are material items of income or expenditure which due to their size, nature and infrequency, require separate identification on the face of the income statement to allow a better understanding of the financial performance in the year, in comparison to prior years.

Retirement benefit costs

The Group operates or participates in a number of pension schemes, which include both defined benefit schemes and defined contribution schemes.

Payments to defined contribution retirement benefit schemes are charged as an expense as they fall due. There is no legal or constructive obligation to pay contributions into a defined contribution scheme if the fund has insufficient assets to pay all employees' benefits relating to employee service in the current and prior periods.

For defined benefit schemes, the cost of providing benefits is determined using the Projected Unit Credit Method, with actuarial valuations being carried out at each balance sheet date. Actuarial gains and losses are recognized in full in the period in which they occur. They are recognized outside the income statement and presented in the statement of recognized income and expense.

Past service cost is recognized immediately to the extent that the benefits are already vested, and otherwise is amortized on a straight-line basis over the average period until the benefits become vested.

The retirement benefit obligation recognized in the balance sheet represents the present value of the defined benefit obligation as adjusted for unrecognized past service cost, and is reduced by the fair value of scheme assets. Any asset resulting from this calculation is limited to past service cost, plus the present value of available refunds and reductions in future contributions to the scheme.

Notes to the financial statements
Year ended 31 March 2011

2. Statement of accounting policies (continued)

Taxation

The tax expense represents the sum of the tax currently payable and deferred tax.

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in the income statement because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Group's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the balance sheet date.

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognized for all taxable temporary differences and deferred tax assets are recognized to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilized. Such assets and liabilities are not recognized if the temporary difference arises from the initial recognition of goodwill, or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the tax profit nor the accounting profit.

Deferred tax liabilities are recognized for taxable temporary differences arising on investments in subsidiaries and associates, and interests in joint ventures, except where the Group is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future.

The carrying amount of deferred tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realized. Deferred tax is charged or credited in the income statement, except when it relates to items charged or credited directly to equity, in which case the deferred tax is also dealt with in equity.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Group intends to settle its current tax assets and liabilities on a net basis.

Property, plant and equipment

Properties for provision of services or administrative purposes are carried at cost, less any recognized impairment loss. Cost includes professional fees and, for qualifying assets, borrowing costs capitalized in accordance with the Group's accounting policy. Depreciation of these assets, on the same basis as other property assets, commences when the assets are ready for their intended use.

Passenger carrying vehicles and other plant and equipment are stated at cost less accumulated depreciation and any recognized impairment loss.

Depreciation is charged so as to write off the cost of assets, other than freehold land, the land element of long leasehold properties or on assets in the course of construction, over their estimated useful lives, using the straight-line method, on the following bases:

Freehold buildings	50 years straight-line
Long leasehold buildings	50 years straight-line
Short leasehold properties	period of lease
Passenger carrying vehicles	5 to 15 years straight-line
Other plant and equipment	3 to 20 years straight-line

Assets held under finance leases are depreciated over their expected useful lives on the same basis as owned assets or, where shorter, over the term of the relevant lease.

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in income.

Notes to the financial statements
Year ended 31 March 2011

2. Statement of accounting policies (continued)

Impairment of tangible and intangible assets excluding goodwill

At each balance sheet date, the Group reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs. An intangible asset with an indefinite useful life is tested for impairment annually and whenever there is an indication that the asset may be impaired.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset or cash-generating unit is estimated to be less than its carrying amount, the carrying amount of the asset (cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognized as an expense immediately, unless the relevant asset is carried at a revalued amount, in which case the impairment loss is treated as a revaluation decrease.

Where an impairment loss subsequently reverses, the carrying amount of the asset (cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (cash-generating unit) in prior years. A reversal of an impairment loss is recognized as income immediately, except in the case of goodwill, unless the relevant asset is carried at a revalued amount, in which case the reversal of the impairment loss is treated as a revaluation increase.

Inventories

Inventories are stated at the lower of cost and net realizable value, with costs determined using the weighted average method. This approximates fair value.

Financial instruments

Financial assets and financial liabilities are recognized on the Group's balance sheet when the Group becomes a party to the contractual provisions of the instrument.

Financial assets

The Group measures financial assets on initial recognition at fair value, and determines the classification of such assets at initial recognition and on any subsequent reclassification event.

Where there is no active market for a financial asset, fair value is determined using valuation techniques including recent commercial transactions and discounted cash flows. Otherwise financial assets are carried at amortized cost.

Financial assets are classified into one of four primary categories:

Fair value through the income statement

This covers any financial asset designated on initial recognition to be measured at fair value with fair value changes to go through the income statement, and financial assets acquired principally for the purpose of trading in the short term.

Notes to the financial statements
Year ended 31 March 2011

2. **Statement of accounting policies (continued)**

Financial assets (continued)

Held to maturity investments

Non-derivative financial assets with fixed or determinable payments and fixed maturity are classified here when the Group has the intention and ability to hold to maturity. These financial assets are held at amortized cost using the effective interest method. Gains and losses are recognized in the income statement when the investments are derecognized or impaired as well as through amortization.

Loans and Receivables

Non-derivative financial assets with fixed or determinable payments that are not quoted in an active market, do not qualify as trading assets and have not been designated as either fair value through the income statement or Available For Sale. Such assets are carried at amortized cost. Gains and losses are recognized in the income statement to the extent that the receivables are impaired as well as through amortization.

The most significant financial assets under this category are trade receivables and bank deposits.

Trade receivables are measured at fair value, i.e. original invoice amount, less an allowance for uncollectible amounts. Appropriate allowances for estimated irrecoverable amounts are recognized in the income statement when there is objective evidence that the asset is impaired.

Bank deposits are included within cash and cash equivalents. Cash and cash equivalents as defined for the cash flow statement comprise cash in hand, cash held at bank with immediate access, other short-term investments and bank deposits with maturities of three months or less from the date of inception and bank overdrafts. In the consolidated balance sheet cash includes cash and cash equivalents excluding bank overdrafts. Bank overdrafts that have no legal right of set-off against cash and cash equivalents are included within borrowings in current liabilities. All are carried on the balance sheet at cost. Cash and cash equivalents includes ring-fenced cash. The ring-fenced cash represents that which is not available for distribution or the amount required to satisfy the contractual liquidity ratio at the balance sheet date.

Available for sale financial assets

Available For Sale financial assets are non-derivative financial assets that are designated as such, or that are not classified in any of the other categories. After initial recognition these assets are measured at fair value with gains or losses being recognized as a separate component of equity until the investment is derecognized or the investment is determined to be impaired, at which time the previously reported cumulative gain or loss is included in the income statement.

Financial liabilities and equity

Financial liabilities and equity instruments are classified according to the substance of the contractual arrangements entered into. An equity instrument is any contract that evidences a residual interest in the assets of the Group after deducting all of its liabilities. Equity instruments issued by the Company are recorded at the proceeds received net of direct issue costs.

Notes to the financial statements
Year ended 31 March 2011

2. Statement of accounting policies (continued)

Financial liabilities

Bank borrowings

Interest-bearing bank loans and overdrafts are recorded at the proceeds received, net of direct issue costs.

Trade payables

Trade payables are initially measured at fair value, and are subsequently measured at amortized cost, using the effective interest rate method.

Derivative financial instruments and hedge accounting

The Group uses derivative financial instruments to hedge fuel price risks. Use of such financial instruments is governed by policies and delegated authorities approved by the Board. The Group does not use derivative financial instruments for speculative purposes.

The main derivative financial instruments used by the Group are fuel swaps. Such instruments are initially recognized at fair value and subsequently re-measured to fair value at the reported balance sheet date. The fair values are calculated by reference to market fuel prices at the period end, and supported by counterparty confirmations. The fuel swaps are designated as cash flow hedges of fuel price risks or otherwise used as economic hedges of such risks.

Hedge accounting is discontinued when the hedging instrument expires or is sold, terminated, or exercised, or no longer qualifies for hedge accounting. At that time, any cumulative gain or loss on the hedging instrument recognized in equity is retained in equity until the forecasted transaction occurs. If a hedged transaction is no longer expected to occur, the net cumulative gain or loss recognized in equity is transferred to the income statement for the period.

Derivatives embedded in other financial instruments or other host contracts are treated as separate derivatives when their risks and characteristics are not closely related to those of host contracts and the host contracts are not carried at fair value with unrealized gains or losses reported in the income statement.

Provisions

Provisions are recognized when the Group has a present obligation as a result of a past event and it is probable that the Group will be required to settle that obligation. Provisions are measured at the Directors' best estimate of the expenditure required to settle the obligation at the balance sheet date and are discounted to present value where the effect is material.

Insurance

The Group's policy is to self-insure high frequency, low value claims within the businesses. To provide protection above these types of losses, coverage is obtained through third-party insurance policies. Provision is made under IAS 37 for the estimated cost of settling uninsured claims for incidents occurring prior to balance sheet date.

Notes to the financial statements
Year ended 31 March 2011

2. Statement of accounting policies (continued)

New standards and interpretations not applied

The International Accounting Standards Board and the International Financial Reporting Interpretations Committee (IFRIC) have issued the following standards and interpretations with effective dates as noted below:

IAS/IFRS standards		**Effective for accounting periods starting on or after**
Amendments to IFRS 1	Limited Exemption from Comparative IFRS 7 Disclosures for First Time Adopters	1 July 2010
IAS 24 (revised)	Related Party Disclosures	1 January 2011
Amendments to IFRS 7	Financial Instruments Disclosures	1 July 2011
IFRS 9	Financial Instruments	1 January 2013*
Improvements to IFRSs		1 January 2011

Interpretations		**Effective for accounting periods starting on or after**
Amendments to IFRIC 14	Prepayments of a Minimum Funding Requirement	1 January 2011
IFRIC 19	Extinguishing Financial Liabilities with Equity instruments	1 July 2010

The Directors do not anticipate that the adoption of these standards will have a material impact on the Group's accounts in the period of initial application.

*Not yet endorsed by the EU

Notes to the financial statements
Year ended 31 March 2011

2. Statement of accounting policies (continued)

Critical accounting judgements and key sources of estimation uncertainty

In the process of applying the Group's accounting policies which are described above, management has made the following judgements that have the most significant effect on the amounts recognized in the financial statements.

Impairment of intangible assets (including goodwill)
Determining whether goodwill is impaired requires an estimation of the value in use of the cash-generating units to which the goodwill has been allocated. The value in use requires the entity to estimate the future cash flows expected to arise from the cash-generating unit and a suitable discount rate in order to calculate present value. The carrying amount of goodwill at the balance sheet date was $2,387.3m (2010: $2,380.1m) as set out in note 10 and the carrying amount of other intangible assets at the balance sheet date was $548.7m (2010: $587.8m) as set out in note 11. The sensitivities on the key assumptions used in the goodwill impairment testing are also set out in note 10.

Defined benefit pension arrangements
Measurement of defined benefit pension obligations requires estimation of a suitable discount rate, the expected return on scheme assets, expected rate of inflation of future salary and pension costs along with assumptions about mortality rates. The most significant of these are the discount rate and inflation assumptions.

Self-insurance
Provision is made for all known incidents for which there is self-insurance using management's best estimate of the likely settlement of these incidents. The estimated settlement is reviewed on a regular basis with independent actuarial advice and the amount provided is adjusted as required. The Group's total insurance provisions as at the balance sheet date were $488.5m (2010: $503.3m) as set out in note 22.

3. Revenue

	2011 $m	2010 $m
Services rendered	1,664.3	1,668.2

All results derive from continuing operations.

Notes to the financial statements
Year ended 31 March 2011

4. Business segments

The Group is organized into three operating divisions – First Student, First Transit and Greyhound. These divisions are the basis on which the Group reports its primary segment information. The principal activities of these divisions are set out in the Review of business. All operations are located within North America. First Transit includes First Services as these are now managed as a single business. Up to 31 March 2009 First Transit and First Services were classed as separate divisions.

Segment information about these businesses is set out below.

The segment results for the year to 31 March 2011 are as follows:

	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2011 $m
Revenue	2,467.3	1,199.0	985.0	13.0	4,664.3
Operating profit/(loss) before amortization expense and non-recurring items	200.2	89.4	62.4	-	352.0
Amortization expense	(31.6)	(7.4)	(4.9)	-	(43.9)
Non-recurring items	(54.5)	(26.8)	(2.0)	(6.6)	(89.9)
Operating profit (loss)	114.1	55.2	55.5	(6.6)	218.2
Finance Costs					(201.1)
Profit before tax					17.1
Tax					(7.7)
Profit for the year					9.4

Other information	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2011 $m
Capital additions	193.7	13.6	65.4	5.4	278.1
Depreciation and amortization	268.0	22.2	19.5	2.1	311.8

Balance sheet	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2011 $m
Total assets	3,465.4	667.8	1,140.8	393.1	5,667.1
Total liabilities	1,123.2	192.8	630.2	2,395.2	4,341.4

Notes to the financial statements
Year ended 31 March 2011

4. Business segments (continued)

The segment results for the year to 31 March 2010 are as follows:

	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2010 $m
Revenue	2,533.1	1,160.2	963.4	11.5	4,668.2
Operating profit/(loss) before amortization expense and non-recurring items	274.1	84.4	16.9	(0.1)	375.3
Amortization expense	(31.3)	(8.0)	(4.8)	-	(44.1)
Non-recurring items	(13.4)	(2.0)	(11.9)	(22.7)	(50.0)
Operating profit/(loss)	229.4	74.4	0.2	(22.8)	281.2
Finance Costs					(202.6)
Profit before tax					78.6
Tax					(32.5)
Profit for the year					46.1

Other information	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2010 $m
Capital additions	131.2	16.0	46.4	11.4	205.0
Depreciation and amortization	258.7	23.1	51.2	4.0	337.0

Balance sheet	First Student $m	First Transit $m	Greyhound $m	Group items $m	Total 2010 $m
Total assets	3,136.4	515.7	822.3	1,268.5	5,742.9
Total liabilities	804.4	141.5	303.8	3,223.7	4,473.4

Notes to the financial statements
Year ended 31 March 2011

5. Non-recurring items

As a result of the downturn in the US economy, First Group America has restructured the business, mostly affecting the overhead structures at the parent company and First Student:

	2011 $m	2010 $m
Legal and professional costs	2.8	3.9
Redundancy and staff related costs	15.3	20.6
Asset impairments and provision for excess buses	45.1	-
IT costs	5.0	16.1
Relocation of US head office	-	7.5
Onerous Provision	19.5	-
Other	2.2	1.9
	89.9	50.0

Legal and professional costs comprise consultants and legal fees involved in planning and managing the integration and restructure. Redundancy and staff related costs reflect severance payments, relocation expenses, retention bonuses and travel expenses. Asset impairment charges related to writing down to market excess school buses and certain assets of a First Transit onerous contract. IT costs comprise the costs of systems integration and repair of a Student system. Relocation of offices reflects the remaining lease costs of premises which were closed down during the integration process. The onerous provision related to future losses of Student contracts as a result of recessionary cuts by its customers and the First Transit onerous contract.

6. Operating profit

Operating profit has been arrived at after charging:

	2011 $m	2010 $m
Depreciation of property, plant and equipment	297.9	292.9
Amortization of intangible assets	43.9	44.1
Auditors' remuneration for audit services	1.1	1.1
Staff costs (note 7)	2,614.0	2,590.9
Foreign Exchange losses	0.1	0.0
Cost of inventories recognised as expense	9.7	9.7

Notes to the financial statements
Year ended 31 March 2011

7. Staff costs

The average monthly number of employees (including Executive Directors) was:

	2011 No.	2010 No.
Operational	83,314	89,947
Administration	5,728	4,959
	89,042	94,906

Their aggregate remuneration (including Executive Directors) comprised:

	2011 $m	2010 $m
Wages and salaries	2,081.2	2,139.0
Taxes	282.9	258.5
Other benefit and pension costs	249.9	193.4
	2,614.0	2,590.9

8. Finance costs

	2011 $m	2010 $m
Interest on inter-company loans	173.3	176.4
Notional interest on self insured liabilities	25.3	23.2
Loan note interest	2.5	3.0
Total borrowing costs	201.1	202.6

There was no interest capitalized into qualifying assets in either the year ended 31 March 2010 or 31 March 2011.

Notes to the financial statements
Year ended 31 March 2011

9. Tax on profit on ordinary activities

	2011 $m	2010 $m
Current tax	8.2	5.9
Deferred tax	(0.5)	26.6
	7.7	32.5

Current tax is calculated at 39 % (2010: 39%) of the estimated assessable profit for the year. Taxation for other jurisdictions is calculated at the rates prevailing in the respective jurisdictions. The charge for the year can be reconciled to the profit per the income statement as follows:

	2011 $m	2011 %	2010 $m	2010 %
Profit before tax	17.1	100.0	78.6	100.0
Tax at the US current tax rate of 39%	6.7	39.0	30.7	39.0
Adjustments to tax in respect to prior years	(0.1)	(0.6)	3.2	4.0
Tax effect of expenses that are not deductible in determining taxable profit and other items	1.1	6.5	(1.3)	(1.7)
Capital losses previously unrecognized				
Tax expense and effective tax rate for the year	7.7	44.9	32.5	41.3

10. Goodwill

	2011 $m	2010 $m
Cost		
At 1 April	2,380.1	2,386.8
Additions	3.6	-
Impairment	(8.0)	-
Foreign Exchange movement	11.6	(6.7)
At 31 March	2,387.3	2,380.1
Accumulated impairment losses at 31 March	-	-
Carrying amount at 31 March	2,387.3	2,380.1

Details of acquisitions in the year are shown in note 23. During the year, goodwill was reviewed for impairment in accordance with IAS 36. Goodwill of $8.0m specific to an onerous contract within First Support Services, a division of First Transit, was considered fully impaired and written off.

10. **Goodwill (continued)**

Goodwill is split as follows:

Carrying amount	2011 $m	2010 $m
First Student	1,627.4	1,612.3
First Transit	395.9	403.8
Greyhound	364.0	364.0
	2,387.3	2,380.1

The Group prepares cash flow forecasts derived from the most recent budget for 2011/12 and Five Year Plan projections for 2012/13 which take account of both past performance and expectations for future market developments. The projections for First Student assume the incremental benefits of the recovery plan together with a moderate economic recovery. As a result, operating profits and margins for the business are projected to recover to historic levels by the end of 2013/14. Cash flows beyond 2012/13 (beyond 2013/14 for First Student) are extrapolated using estimated growth rates of 3.0% (2010: 3.0%) for North America which do not exceed the long-term average growth rate for the Group's businesses. A risk adjustment is then made using a pre-tax discount rate of 10.0% (2010: 10.0%) to arrive at the value in use for each of the CGUs. The pre-tax discount rates applied are derived from the Group's weighted average cost of capital. The assumptions used in the calculation of the Group's weighted average cost of capital are benchmarked to externally available data.

The Directors consider the assumptions to be reasonable based on the historic performance of each CGU and to be realistic in light of economic and industry forecasts. The calculation of value in use for each CGU is most sensitive to the principal assumptions of discount rate, growth rates and margins achievable. Sensitivity analysis has been performed on the calculations and confirms that no reasonably possible changes in the assumptions would cause the carrying amount of the CGUs to exceed their recoverable amount.

The First Student margin would need to fall in excess of 1.5% compared to future projections for there to be an impairment on this business.

Notes to the financial statements
Year ended 31 March 2011

11. Other intangible assets

	Greyhound Brand and trade name $m	Contracts acquired $m	Total $m
Cost			
At 1 April 2009	98.1	589.5	687.6
Currency exchange movements	(0.7)	(2.5)	(3.2)
At 31 March 2010	97.4	587.0	684.4
Amortization			
At 1 April 2009	7.4	45.1	52.5
Charge for year	4.8	39.3	44.1
At 31 March 2010	12.2	84.4	96.6
Carrying amount			
At 31 March 2010	85.2	502.6	587.8
Cost			
At 1 April 2010	97.4	587.0	684.4
Currency exchange movements	0.9	4.2	5.1
At 31 March 2011	98.3	591.2	689.5
Amortization			
At 1 April 2010	12.2	84.4	96.6
Charge for year	4.9	39.3	44.2
At 31 March 2011	17.1	123.7	140.8
Carrying amount			
At31 March 2011	81.2	467.5	548.7

Contracts acquired through the purchases of businesses and subsidiary undertakings are amortized on a straight-line basis over their useful lives, which is on average, nine years.

Notes to the financial statements
Year ended 31 March 2011

12. Property, plant and equipment

	Land and Buildings $m	Buses $m	Machinery and equipment $m	Total $m
Cost				
At 31 March 2010	556.4	2,499.2	264.5	3,320.1
Foreign currency movement	4.3	20.2	0.8	25.3
Additions	10.9	219.8	47.4	278.1
Disposals	(21.9)	(91.5)	(15.1)	(128.5)
Reclassified as held for sale		(25.5)		(25.5)
At 31 March 2011	549.7	2,622.2	297.6	3,469.5
Accumulated depreciation and impairment				
At 31 March 2010	139.8	966.3	155.2	1,261.3
Foreign currency movement	0.5	6.0	0.4	6.9
Charge for year	10.9	250.3	36.7	297.9
Disposals	(4.5)	(66.3)	(13.6)	(84.4)
Revaluation		17.2		17.2
Reclassified as held for sale		(22.7)		(22.7)
At 31 March 2011	146.7	1,150.8	178.7	1,476.2
Carrying amount				
At 31 March 2011	403.0	1,471.4	118.9	1,993.3
Cost				
At 31 March 2009	551.0	2,317.9	215.3	3,084.2
Foreign currency movement	6.0	23.1	12.4	91.5
Additions	2.1	160.2	42.7	205.0
Disposals	(2.7)	(48.8)	(5.9)	(57.4)
Reclassified as held for sale	-	(3.2)	-	(3.2)
At 31 March 2010	556.4	2,499.2	264.5	3,320.1
Accumulated depreciation and impairment				
At 31 March 2009	120.5	750.3	132.3	1,003.0
Foreign currency movement	4.1	15.0	1.2	20.3
Charge for year	16.8	249.1	27.0	292.9
Disposals	(1.6)	(45.9)	(5.3)	(52.8)
Reclassified as held for sale	-	(2.2)	-	(2.2)
At 31 March 2010	139.8	966.3	155.2	1,261.3
Carrying amount				
At 31 March 2010	416.6	1,532.9	109.3	2,058.8

The carrying amount of property, plant and equipment includes an amount of $224.9m (2010: $162.7m) in respect of assets held under HP contracts and finance leases.

In the normal course of business, the Group enters into contractual commitments to purchase buses and other assets. At 31 March 2011, the Group had no contractual commitments for such purchases (2010: $nil).

Notes to the financial statements
Year ended 31 March 2011

13. Inventories

	2011 $m	2010 $m
Fuel and oil	16.7	13.1
Parts	59.6	59.2
	76.3	72.3

There is no material difference between the balance sheet value of inventories and their replacement cost. There was no material write down of inventories during the current or prior year. The provision for stock obsolescence at the balance sheet date was $8.5m (2010: $6.3m).

14. Trade and other receivables

	2011 $m	2010 $m
Amounts due within one year		
Trade receivables	386.7	413.6
Provision for doubtful receivables	(9.4)	(5.5)
Other receivables	21.9	38.5
Other prepayments and accrued income	84.1	67.1
	486.3	513.7

The Directors consider that the carrying amount of trade and other receivables approximates to their fair value.

Credit risk

Credit risk the risk that financial loss arises from failure by a customer or counterparty to meet its obligations under a contract

Credit risk exists in relation to the Group's financial assets, which comprise trade and other receivables of $486.3m (2010: $513.7m), cash and cash equivalents of $90.8m (2010: $115.5m) and derivative financial instruments of $11.2m (2010: $0.4m).

The Group's credit risk is primarily attributable to its trade receivables. The amounts presented in the balance sheet are net of allowances for doubtful receivables, estimated by the Group's management based on prior experience and their assessment of the current economic environment. The provision for doubtful receivables at the balance sheet date was $9.4m (2010: $5.5m).

Most trade receivables are with public or quasi public bodies, principally the school bus boards and city municipal authorities in North America. The Group does not consider any of these counterparties to be a significant risk. Each division within the Group has a policy governing credit risk management on trade receivables.

The counterparties for bank balances and derivative financial instruments are mainly represented by large banks with strong credit ratings assigned by international credit rating agencies. These counterparties are subject to approval by the Board of Directors. Group Treasury policy limits the maximum deposit amount with any one counterparty to $150 million or $75 million, depending on the counterparty, and limits the maximum term to three months. The term of the bank deposits is typically less than one month.

Notes to the financial statements
Year ended 31 March 2011

14. Trade and other receivables (continued)

An analysis of financial assets which are past due but not impaired is set out below:

	2011 $m	2010 $m
Movement in the provision for doubtful receivables		
Balance at the beginning of the year	5.5	8.7
Subsidiary undertakings acquired	-	-
Amounts recovered during the year	-	-
Utilized during the year	(1.7)	(4.4)
Increase in allowance recognized in the income statement	5.8	1.4
Currency exchange movements	(0.2)	(0.2)
Balance at the end of the year	9.4	5.5

	2011 $m	2010 $m
Ageing of past due but not impaired trade receivables		
Less than 30 days	54.2	10.3
30 - 90 days	12.0	13.5
90 - 180 days	12.1	14.3
180+ days	2.4	7.2
Total	80.7	25.3

The Directors consider that the carrying amount of trade and other receivables approximates to their fair value.

15. Non-current assets classified as held for sale

Non-current assets held for sale comprise of North American yellow school buses, which are surplus to requirements and are being actively marketed. Gains or losses arising on the disposal of such assets are included in arriving at operating profit in the income statement. The Group expects to sell such yellow school buses within 12 months of them going onto the "for sale" list. The value at each balance sheet date represents management's best estimate of their resale value. There are no liabilities associated with these held for resale assets.

16. Trade and other payables

	2011 $m	2010 $m
Amounts falling due within one year		
Trade payables	170.8	143.7
Other payables	200.6	85.0
Accruals and deferred income	597.8	294.9
Total	969.2	523.6

Trade payables and accruals principally comprise of amounts outstanding for trade purchases and ongoing costs. The average credit period taken for trade purchases is 30 days (2010: 30 days). The Group has controls in place to ensure that all payments are paid within the appropriate credit timeframe.

The Directors consider that the carrying amount of trade payables approximates to their fair value.

Notes to the financial statements
Year ended 31 March 2011

17. Cash and cash equivalents

	2011 $m	2010 $m
Cash and cash equivalents	90.8	115.5

The fair value of cash and cash equivalents matches the carrying value.

18. Long term debt

The Group had the following loan notes issued as at the balance sheet dates:

	2011 $m	2010 $m
Due in less than one year	-	-
Due in more than one year	34.4	70.6
	34.4	70.6

The loan has been classified by reference to the earliest date on which the loan note holder can request redemption. The loan is due in November 2012 and bears interest at a rate of LIBOR plus 1.75%.

Effective interest rates

The effective interest rates at the balance sheet dates were as follows:

	2011 %	2010 %
$250m Parent company borrowing facility	LIBOR + 1.2	LIBOR + 1.2
$1,800m Parent company fixed rate term loans	6.2 to 8.2	6.2 to 8.2
$ 800m Parent company borrowing facility	LIBOR + 0.41	LIBOR + 0.41
$ 71.1m Parent company promissory note	LIBOR + 3.0	LIBOR + 3.0

The original parent company borrowing facility had $177.5m (2010: $82.3m) undrawn at 31 March 2011. The new parent company borrowing facility had $663.0m undrawn at 31 March 2011 (2010: $477.2m). The $1,800m fixed term loans were fully drawn as of 31 March 2010 and 2011. The $71.1m parent company promissory note was fully drawn as of 31 March 2011.

Notes to the financial statements
Year ended 31 March 2011

19. Finance leases

The Group had the following obligations under finance leases as at the balance sheet dates:

	2011		2010	
	Minimum payments $m	PV of payments $m	Minimum payments $m	PV of payments $m
Maturing less than one year	42.0	35.3	28.6	20.6
Maturing more than one year but not more than two years	39.1	30.8	31.7	24.6
Maturing in more than two years but not more than five years	127.3	110.7	76.7	61.6
Maturing in more than five years	71.6	64.9	72.5	67.2
	280.0	241.7	209.7	174.0
Less future financing charges	(38.3)	-	(35.7)	-
Present value of minimum lease payments	241.7	241.7	174.0	174.0

The lease obligations are denominated US Dollars and Canadian Dollars. The US Dollar fixed rate leases of $235.5m (2010: $169.3m) have an average remaining life of four years and an effective borrowing rate of 3.98% (2010: 4.71%). The Canadian Dollar fixed rate leases of $2.7m (2010: $2.8m) have an average remaining life of one year (2010: two years) and an effective borrowing rate of 7.39% (2010: 7.07%). The Group considers there to be no material difference between the fair value of the finance leases and the carrying amount in the balance sheet.

20. Derivative financial instruments

Financial Risk Management

The most material financial risks faced by the company are liquidity risk and the effects of changes in interest rates and fuel prices. These risks are managed and controlled on a Group wide basis by its ultimate parent company, FirstGroup plc within the context of a set of formal treasury policies established by the FirstGroup plc Board.

Liquidity risk

Liquidity risk is the risk that the Group may encounter difficulty in meeting obligations associated with financial liabilities. As the company is funded by its parent company, the liquidity risk is the same as that for the Group.

The objective of the Group's liquidity risk management is to ensure sufficient committed liquidity resources. The Group has a diversified debt structure largely represented by medium term unsecured syndicated and bilateral committed bank facilities and long term unsecured bond debt. It is a policy requirement that refinancing obligations must be addressed well in advance of their due dates.

Notes to the financial statements
Year ended 31 March 2011

20. Derivative financial instruments (continued)

Liquidity risk (continued)

Group treasury policy requires a minimum of $250m of committed liquidity headroom at all times within medium term bank facilities and such facilities must be renewed or replaced well before their expiry dates. At 31 March 2011, the total amount of these facilities stood at $1,961.8m (2010: $3,078.5m), and committed headroom was $845.4m (2010: $1,509.6m). Of these facilities, the next material contractual expiry is in December 2015. Largely due to the seasonality of the yellow school bus business, headroom tends to reduce by September and increase again by March.

The average duration on net debt (excluding ring-fenced cash) at 31 March 2011 was 6.1 years (2010: 6.3 years).

Interest rate risk

The company has inter-group debt on which interest is payable at a margin above US Dollar LIBOR. The following sensitivity analysis details the sensitivity of FirstGroup America, Inc. to a 100 basis point increase in US Dollar LIBOR throughout the reporting period with all other variables held constant.

	2011 $m	2010 $m
Effect on profit after tax	(2.6)	(2.5)

Commodity price risk

The Group purchases diesel fuel on a floating price basis in its US and Canadian bus operations and therefore is exposed to changes in diesel prices, of which the most significant element is crude oil price risk. The Group's policy objective is to maintain a significant degree of fixed price protection in the short term with lower levels of protection over the medium term, so that the businesses affected are protected from any sudden and significant increases and have time to prepare for potentially higher costs, while retaining some access for potentially lower costs over the medium term. The Group uses a range of cash flow hedge financial instruments to achieve significant fixed price certainty. During the year to 31 March 2011, the Group was hedged 88% on commodity price risk.

The following analysis details the Group's sensitivity on profit after tax and equity if the price of crude oil had been $10 per barrel higher at the year end.

	2011 $m	2010 $m
Impact on profit after taxation	-	-
Impact on hedging reserve	8.5	13.5

Notes to the financial statements
Year ended 31 March 2011

20. Derivative financial instruments (continued)

Volume at risk for the year to 31 March 2012 is 1.7m (2011: 1.7m) barrels for which 90% is hedged to diesel price risk.

The fair value measurements of the financial derivatives held by the Group have been derived based on observable market inputs (as categorised within Level 2 of the fair value hierarchy under IFRS 7 (2009)).

21. Deferred tax

The following are the major deferred tax liabilities and assets recognized by the Group and movements thereon during the current and prior reporting period.

	Accelerated tax depreciation $m	Other temporary differences $m	Tax losses $m	Total $m
At 1 April 2009	357.9	41.3	(424.4)	(25.2)
(Credit)/charge to income	(46.1)	67.7	5.0	26.6
Credit to equity	-	18.8	-	18.8
Foreign exchange	-	(20.1)	-	(20.1)
At 1 April 2010	311.8	107.7	(419.4)	0.1
(Credit) charge to income	(35.4)	65.4	30.5)	(0.5)
Credit to equity	-	22.7	29.6	52.3
Foreign Exchange	-	1.2	-	1.2
At 31 March 2011	276.4	197.0	(420.3)	53.1

No deferred tax asset was recognized in 2010 in respect of $2.5 m of capital losses during that year

22. Provisions

	FSS Loss-Making Reserve $m	Legal and other[2] $m	Insurance claims[1] $m	Total $m
At 31 March 2010	-	77.9	503.3	581.2
Foreign currency movement	-	-	1.2	1.2
Provided in the year	11.2	2.9	93.9	107.0
Released in the year	-	(14.2)		(14.2)
Utilised in the year	-	(26.5)	(234.2)	(260.7)
Notional interest	-	-	25.3	25.3
At 31 March 2011	11.2	30.1	388.5	539.8

Insurance claims accruals due within one year at 31 March 2011 amounted to $171.0m (2010: $100.7m) and are included in "accruals and deferred income" within note 16

[2] Legal and other provisions relate to estimated exposures for cases filed or thought highly likely to be filed for incidents that occurred prior to the balance sheet date. It is anticipated that most of these items will be settled within 10 years. Other items also include provisions in respect of costs anticipated on the exit of surplus properties which are expected to be settled over the remaining terms of the respective leases

The amount included within provisions represents the estimate of amounts due after more than one year

Notes to the financial statements
Year ended 31 March 2011

23. Acquisition of businesses and subsidiary undertakings

	2011 Total $m
Goodwill	3.6
Property, plant and equipment	1.5
Intangible assets	-
Other current assets	-
Accounts payable	(0.2)
Deferred tax assets	-
Income Taxes Recoverable	-
Net debt	-
Cash paid	4.9

The businesses and subsidiary undertakings acquired during 2011 contributed $0.5m to the Group's net operating cash flows. There were no acquisitions during the year to 31 March 2010.

If the acquisition of the businesses and undertakings acquired during 2011 had been completed on the first day of the financial year, Group revenues from these acquisitions for the year would have been $3.8m in 2011 and the Group operating profit from these acquisitions attributable to equity holders of the parent would have been $01.2m in 2011

The businesses and subsidiary undertakings acquired during the year to March 31 2011 were:

Business acquired	Date acquired	% voting equity instruments acquired
Star Shuttle Company	25 October 2010	100%

24. Contingent liabilities

To support operating units in their normal course of business, certain banks and insurance companies have issued performance bonds for $418.4m (2010: $387.1m) and letters of credit for $408.4m (2010: $409.2m) and have been indemnified by the UK Parent Company, FirstGroup plc. The letters of credit relate substantially to insurance arrangements in North America.

The Company is party to certain unsecured guarantees granted to banks for overdraft and cash management facilities provided to itself and subsidiary undertakings.

25. Operating lease arrangements

At 31 March 2011, the Group had outstanding commitments for future minimum lease payments under non-cancellable operating leases, which fall due as follows:

	2011 $m	2010 $m
Within one year	33.7	71.1
In the second to fifth years inclusive	140.1	143.0
After five years	64.3	62.1
	238.1	276.2

Notes to the financial statements
Year ended 31 March 2011

26. Called up share capital

	2011 $m	2010 $m
Authorised:		
6,000 ordinary shares of $.01 each	-	-
Allotted, called up and fully paid:		
953 ordinary shares of $.01 each	-	-

27. Retirement benefit schemes

Defined contribution schemes

The Group operates defined contribution retirement benefit schemes for all qualifying employees. The assets of the schemes are held separately from those of the Group in funds under the control of trustees. Where there are employees who leave the schemes prior to vesting fully in the contributions, the contributions payable by the Group are reduced by the amount of forfeited contributions.

The total cost charged to income of $7.7m (2010: $4.1m) represents contributions payable to these schemes by the Group at rates specified in the rules of the plans.

Defined benefit schemes

The Group operates a defined benefit retirement scheme for certain of its employees. These are principally defined benefit schemes under which benefits provided are based on employees' number of years of service and either career average or final salary. The scope of benefits varies between schemes. The assets of the schemes are held in separately administered trusts which are managed independently of the Group's finances by investment managers appointed by the schemes' trustees.

Key assumptions used:

	2011 %	2010 %	2009 %
Discount rate	5.25	5.65	6.15
Expected return on scheme assets	6.90	7.40	7.50

Amounts recognized in income in respect of these defined benefit schemes are as follows:

	2011 $m	2010 $m	2009 $m
Current service cost	6.9	5.8	8.0
Settlement gain	-		(4.3)
Interest cost	53.0	48.4	48.6
Expected return on scheme assets	(48.4)	(37.7)	(54.8)
	11.5	16.5	(2.5)

Actuarial gains and losses have been reported in the statement of recognized income and expense.

Notes to the financial statements
Year ended 31 March 2011

27. **Retirement benefit schemes (continued)**

The actuarial return on scheme assets was $48.4m (2010: $37.7m).

Defined contribution schemes

The amount included in the balance sheet arising from the Group's obligations in respect of its defined pension schemes is as follows:

	2011 $m	2010 $m	2009 $m
Fair value of schemes' assets	758.8	789.2	644.6
Present value of defined benefit obligations	(1,046.5)	(1,034.7)	(873.9)
Deficits in schemes	(287.7)	(245.5)	(229.3)
Liability recognized in the balance sheet	(287.7)	(245.5)	(229.3)
This amount is presented in the balance sheet as follows:			
Current liabilities	-	-	-
Non current liabilities	(287.7)	(245.5)	(229.3)
	(287.7)	(245.5)	(229.3)

Movements in the present value of defined benefit obligations (DBO) were as follows:

	2011 $m	2010 $m	2009 $m
At 1 April	1,034.7	873.9	1,034.5
Acquisitions	-	-	-
Group service cost	6.9	7.8	8.0
Group interest cost	53.1	48.4	48.6
Actuarial (gain) loss	52.9	142.5	(35.5)
Benefit payments	(87.4)	(106.3)	(180.1)
Settlement gain	-	-	(4.5)
Employee share of change to DBO	2.5	1.9	2.7
Currency loss	(16.2)	70.5	-
At 31 March	1,046.5	1,034.7	873.9

Notes to the financial statements
Year ended 31 March 2011

27. Retirement benefit schemes (continued)

Movements in the fair value of scheme assets were as follows:

	2011 $m	2010 $m	2009 $m
At 1 April	389.2	644.6	913.0
Acquisitions	-	-	-
Expected return on assets	49.9	37.7	54.8
Company contributions	18.1	21.9	23.2
Employee contributions	2.7	1.9	2.7
Benefits paid from schemes	(90.2)	(106.3)	(131.7)
Actuarial (loss)/gain	28.9	132.8	(217.3)
Currency (loss)/gain	(39.8)	56.6	-
At 31 March	358.8	389.2	644.7

The analysis of the scheme assets and the expected rate of return at the balance sheet date was as follows:

	Expected return 2011 %	Fair value of assets 2011 $m	Expected return 2010 %	Fair value of assets 2010 $m	Expected return 2009 %	Fair value of assets 2009 $m
Equity instruments	9.00	374.8	9.00	394.1	9.00	514.8
Debt instruments	4.65	325.7	4.60	288.8	5.50	267.9
Other assets	4.00 - 7.50	58.4	3.50 - 9.00	106.3	9.00	61.9
		758.9		789.2		644.6

The expected rates of return on assets were determined by looking at the individual asset classes and applying a model developed by Aon, an independent firm of actuaries.

28. Related party transactions

Transactions between the Company and its subsidiaries, which are related parties, have been eliminated and are not disclosed in this note.

Amounts due to the parent company, FirstGroup plc, of $2,739.6m (2010: $2,975.8m) are included within non-current liabilities due to the nature of the pay back provisions. Interest is calculated on these at the rate of LIBOR plus 41 - 248%. The movement within the year is primarily due to working capital movement.

The group paid interest to its parent company of $17.7m (2010: $19.5m) under the parent company borrowing facility.

FirstGroup Acquisitions Inc is the immediate parent company of FirstGroup America, Inc. The directors regard FirstGroup plc, incorporated in the United Kingdom, as the ultimate parent undertaking and controlling party. The consolidated accounts of the ultimate undertaking are available from 395 King Street, Aberdeen, AB24 5RP, Scotland, United Kingdom.

Notes to the financial statements
Year ended 31 March 2011

29. Remuneration of key management personnel

The remuneration of key management personnel of the Group is set out below in aggregate for each of the categories specified in the IAS 24 Related Party Disclosures. The remuneration of key management includes directors as named previously during the period in which they served.

	2011 $m	2010 $m
Basic salaries	0.5	1.0
Performance related bonuses	0.2	0.9
Pension contributions	-	-
Other benefits	0.1	0.3
	0.8	2.2

Subcontractors

SBLPP Partners

See below for a list of the prime Small Business & Local Preference Program subcontractors that First Transit plans to utilize in the operation of MetroAccess. We will continue to add additional SBLPP subcontractors if necessary, and are confident that we will exceed the 2 percent goal as established by WMATA.

- Star Associates, Inc. (Customer Service & Paratransit Operations Training) $200,000
- Spectrum & Associates, Inc. (Vehicle & Facility Cleaning) $352,000
- Heritage Treasures (Uniform Supply) $180,000

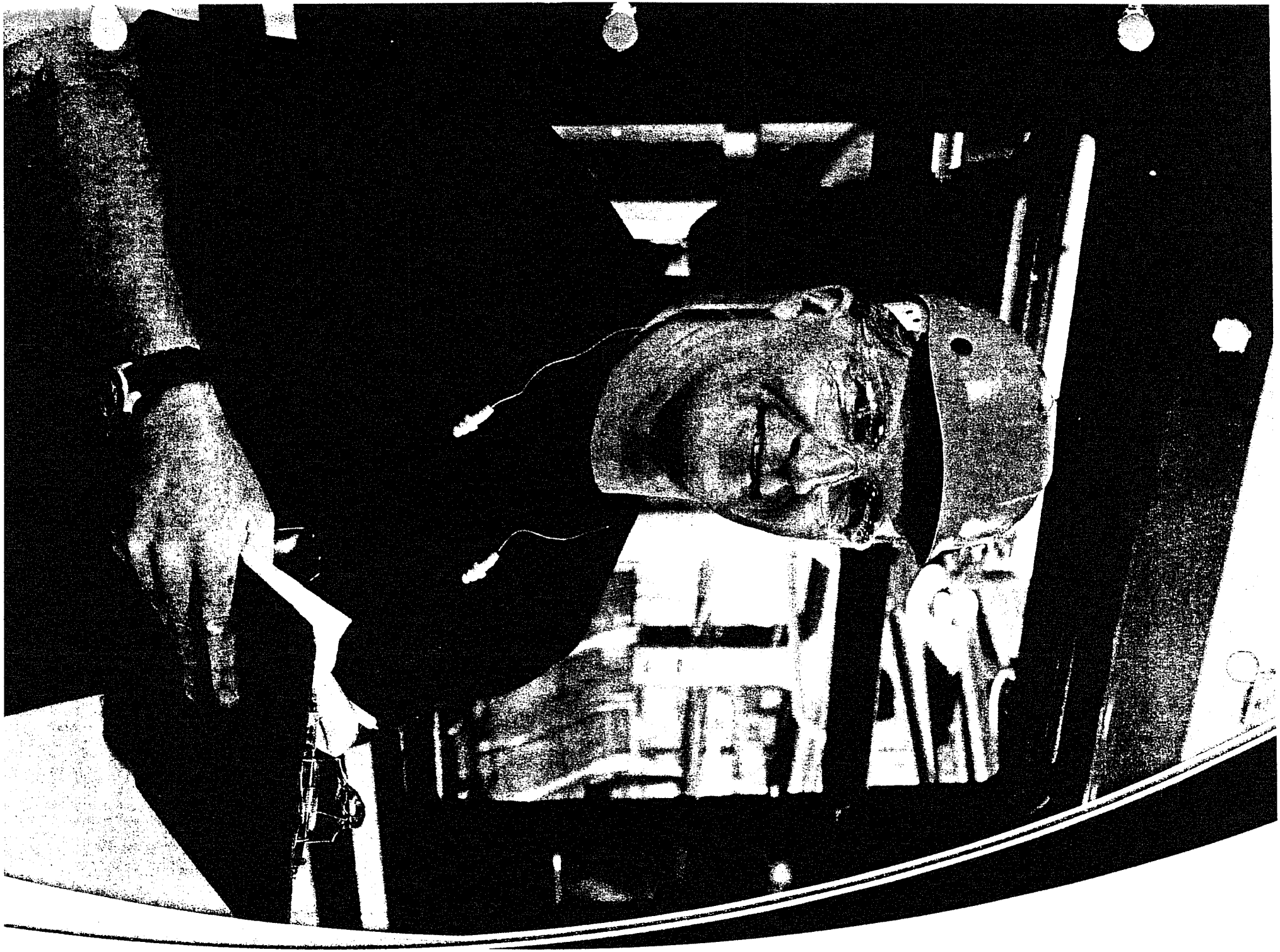
Contract values are estimated. For more information, see our SBLPP documentation in Volume III.

Taxi Partners

First Transit plans to partner with the taxi companies listed below, and utilization of the taxi companies will not exceed 10 percent of the business awarded to First Transit.

- Red Top Cabs (Northern Virginia and DC)
- Regency Taxis (Montgomery County, MD and DC)
- Accessible Taxis (Prince George's County, MD and DC)

For more information, please see CDRL SD-3 Taxi Service Plan, and the proposals from the taxi companies included as an Attachment.



First Transit

First Transit, Inc.
600 Vine Street Suite 1400
Cincinnati, OH 45202
Tel [redacted]
Fax

August 24, 2012

[redacted]
Washington Metropolitan Area Transit Authority
Office of Procurement and Materials
Third Floor File Room
Jackson Graham Building
600 Fifth Street, N.W.
Washington, DC 20001

Re: Proposal for Washington Metropolitan Transit Authority, Offer Under Solicitation CQ 12169/KAM, MetroAccess Paratransit Service for Maryland, Virginia and the District of Columbia, VOLUME II

Thank you for the opportunity to provide paratransit service to Maryland, Virginia and the District of Columbia. We are excited for WMATA to consider our proposal and have provided one original and 10 copies of our Volume II, Technical Proposal, as well as an electronic version, for your review.

FirstGroup wants to lead the way in transforming the way people travel and the way they feel about public transportation and First Transit's operation of this service will facilitate this transformation. We lead this effort by clearly defining our core values of safety and customer service, which are at the heart of our business and characterize everything we do. There is no higher priority than the safety and security of our passengers and our employees. "If you cannot do it safely – don't do it!" is a statement that is ubiquitous in our facilities and our written documents and is the heart of our philosophy.

In terms of Customer service, our integrity is defined by our commitment to deliver our promise. Delivering our promise to our customers is one of our core values and one that differentiates us in the industry. We aim to deliver a high standard of customer service and are focused on improving our performance against our benchmarks.

Our proposed maintenance/office facilities and park out locations, along with the support of our taxi partners, Red Top Cabs, Regency Taxis and Accessible Taxis, offer complete coverage of the DC area. The service plan will offer substantially increased operational efficiencies to WMATA.

First Transit truly understands and is committed to the communities in which we do business. As a part of our proposal and our commitment to the DC community and surrounding area, First Transit will subcontract with the following WMATA self-certified small businesses: Star Associates, Inc. (customer service and paratransit operations training), Spectrum & Associates, Inc. (vehicle and facility cleaning) and Heritage Treasurers (uniform supply). We have met the 2 percent SBLPP goal with these subcontractors.

Our Operational Plan will provide the following enhancement of services for MetroAccess:

- Two service options to meet the needs of WMATA and allow for flexibility
- A complete regional paratransit solution, designed to alleviate deadhead and increase productivity
- Increased customer service and satisfaction levels
- World class management and maintenance team
- National and international industry exposure for WMATA focused on paratransit innovation
- Introduction of InfoSuites/InfoManager proprietary software and unparalled support of technologies already in place.

The complexities of paratransit services require an efficient business plan and effective tools for managing operations. First Transit as part of our proposal and to meet the technology requirements defined by the RFP, is fully capable of supporting the Trapeze and DriveCam Programs, as well as the Mentor MDT's WMATA currently has in place. We offer our proprietary Info-Suite program to maximize the results of the Trapeze Program and to provide optimized operational information.

To lead our local world class operation team, First Transit is proposing [redacted] to serve as General Manager. [redacted] has over 25 years experience in the transportation industry, 23 of which have been in a management capacity. He is currently serving as our GM in Olathe, Kansas, a system with annual revenue in excess of $40 million. There he leads 550 employees, with 10 direct reports and is responsible for fixed route and paratransit services. He previous positions have included District Director of Operations, Area General Manager, District Manager and Director of Paratransit and Contractor Services.

To provide world-class resources and support our local D.C.-based operational Team, FirstGroup team is made up over 136,000 dedicated employees across the UK, North America and Europe all of whom help to ensure that nearly 8 million people get to their destination every day. First Transit has over 900 employees in the Maryland/Virginia/DC area with a total payroll of over $31 million.

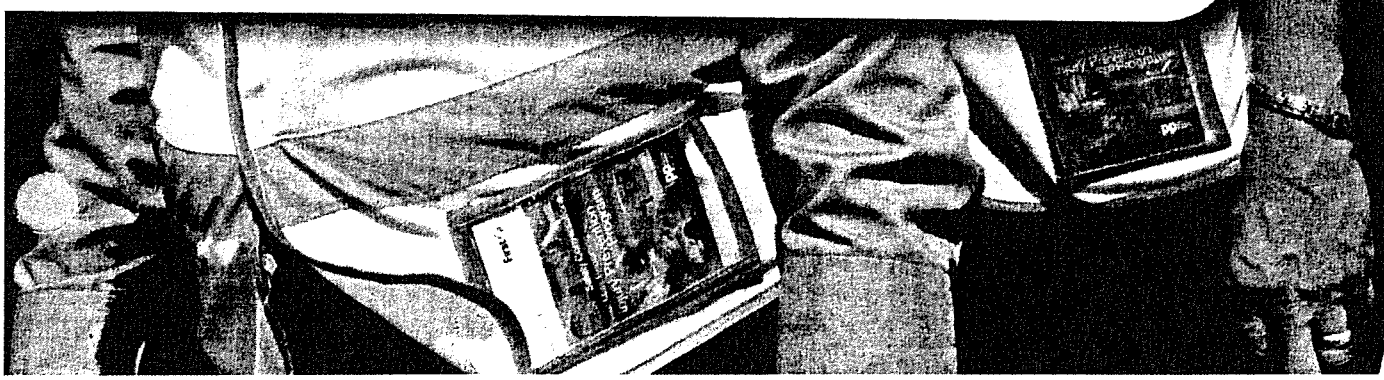
First Transit will conduct every aspect of our business with honesty, integrity and openness, respecting human rights and the interests of our employees and customers. We will not promise more than we can reasonably deliver or make commitments we cannot or do not intend to keep. We feel strongly that we are a community-oriented business and have developed Corporate Social Responsibility (CSR) statement that is fundamental to our business and our objective of sustainable growth. We will provide transportation services that are safe, reliable, customer focused, innovative and sustainable.

First Transit guarantees that the proposal is in effect for 180 days from the date of submission. We acknowledge addenda 1-7 released by WMATA. We look forward to the opportunity to further discuss First Transit's expertise and qualifications. Please contact our Director of Business Development, [redacted] at [redacted] or email [redacted]@firstgroup.com.

Thank You.

[redacted]
Senior Vice President
First Transit, Inc.

Introduction to First Transit

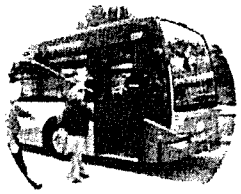
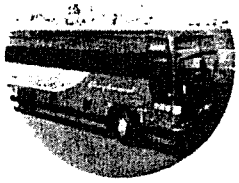


Corporate Organization

First Transit is a business unit of FirstGroup America, the U.S.-based North American Operating Unit of FirstGroup plc (FirstGroup), and a United Kingdom-based passenger transportation company. FirstGroup is the U.K.'s largest bus and passenger rail operator, with more than 137,000 employees worldwide. FirstGroup is an organization that focuses solely on passenger transportation and has a management philosophy that is directly related to the public transit industry. Nearly 65% of the local, urban bus services operated by FirstGroup in the UK are done on a "commercial" basis that is without access or requirement for subsidy. Thus, our organization is acutely aware of the needs of our clients, your passengers, and the overall delivery of exceptional transit service.

North America

We built on the success of our North American business with the acquisition of Laidlaw International, Inc. This transformational acquisition established us as the market leader in North America and gives us the scale and opportunities to generate increased value and returns and create a solid platform for future growth. The four FirstGroup America businesses – First Student, First Transit, First Services and Greyhound – operate across the US and Canada.

FIRST STUDENT	FIRST TRANSIT	FIRST SERVICES	GREYHOUND
			
First Student is the largest provider of student transportation in North America with a fleet of approximately 54,000 yellow school buses, carrying millions of students every day across the US and Canada.	First Transit is one of the largest private sector providers of transit management and contracting, managing public transport systems on behalf of city transit authorities. We are one of the largest providers of airport shuttle bus services in the US and also manage call centres, paratransit operations and other light transit activities.	First Services is the largest private sector provider of vehicle maintenance and ancillary support services in the US. We provide fleet maintenance for public sector customers such as the Federal Government, cities and fire and police departments. We also provide a range of support services including vehicle maintenance, logistics support and facilities management to public and private sector clients including the US Navy and US Air Force.	Greyhound is the only national provider of scheduled intercity coach transportation services in both the US and Canada. Based in Dallas, Greyhound provides scheduled passenger services to approximately 3,800 destinations throughout the US and Canada carrying over 18 million passengers annually.
54,000 yellow school buses	Operates and manages **10,600** buses	Maintains over **38,000** vehicles	**3,800** destinations
Operates in **600** locations	Manages and operates in **236** locations	Operates in **86** locations	**18m** passengers per year
61,000 employees	**15,000** employees	**3,800** employees	**7,700** employees

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FirstGroup America currently includes:

First Transit, Inc.

A division of Cincinnati, Ohio-based FirstGroup America - is a leading provider of transit management and contracting services. With more than 50 years of experience, First Transit operates and manages nearly 11,000 buses for transit authorities, state and federal agencies, municipal organizations and private companies across North America. The safety and security of its passengers is the company's core value, and FirstGroup America was awarded the National Safety Council's 2009 Green Cross for Safety Medal in recognition of its commitment to safety and outstanding safety record. First Transit provides public fixed-route and paratransit services, as well as city, courtesy, employee and university shuttles, paratransit related call center services, and transit management services. For more information, visit www.firsttransit.com

First Student, Inc.

A division of Cincinnati, Ohio-based FirstGroup America - is the leader in safe, reliable, sustainable transportation and the largest provider of student transportation services in North America. The company safely transports approximately 6 million students to and from school every day in the US and Canada, using a fleet of 60,000 buses. The safety and security of its passengers is the company's core value, and FirstGroup America was awarded the National Safety Council's 2009 Green Cross for Safety Medal in recognition of its commitment to safety and outstanding safety record. For more information, please visit www.firststudentinc.com

Greyhound Lines

Located in Dallas, for decades Greyhound has met the needs of regional and long distance travelers across the United States and Canada, and operates several joint ventures in Mexico. Greyhound is the largest North American provider of intercity bus transportation, serving more than 3,800 destinations across the continent. The company also provides Greyhound PackageXpress (GPX) and charter services. For information, call 1-800-231-2222 or visit the Web site at www.greyhound.com.

First Vehicle Services

A division of Cincinnati, Ohio-based FirstGroup America - is a leading provider of contract fleet maintenance and management services. First Vehicle Services provides services to public and private sector markets including regional transportation, food & beverage, petrochemical, utility and telecommunications. With more than 25 years of experience, First Vehicle Services maintains more than 43,000 vehicles and pieces of equipment across North America for government agencies, municipal organizations and private companies. For more information, visit www.firstvehicleservices.com

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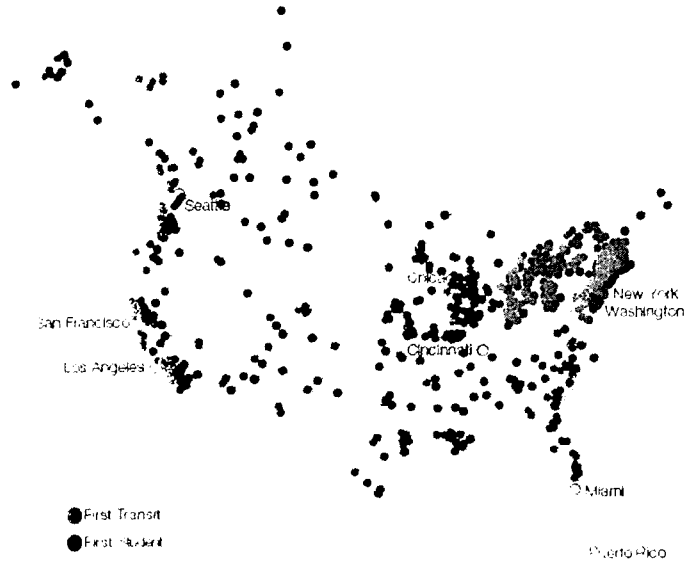


First Student

The largest provider of student transportation in North America with a fleet of approximately 54,000 yellow school buses. We carry some six million students a day across 38 States in the USA and nine Provinces and Territories in Canada.

First Transit

One of the largest private sector providers of transit management and contracting in North America. First Services, a division of First Transit, is the largest private sector provider of facilities maintenance and ancillary support services in the U.S.

Greyhound

The only national provider of scheduled intercity coach services in the US and Canada. Greyhound provides scheduled passenger services to some 3,200 destinations, carrying approximately 16 million passengers a year.

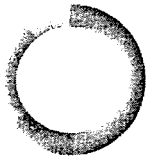
UK Bus

The Group's Britain's largest bus operator running more than one in five all urban bus services. A fleet of some 9,000 vehicles carries approximately 2.6 billion passenger journeys a year in over 50 local towns and cities.

UK Rail

The group operates a number of the UK's passenger rail franchises, including the Great Western franchise, which includes the high speed intercity service between London Paddington and South Wales and the West of England.

Revenue £6,429.2m



Employees 125,000

Operating profit £457.4m

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Core Values

We lead this effort by clearly defining our core values of safety and customer service, which are at the heart of our business and characterize everything we do.

Safety

"If you cannot do it safely – don't do it!" is a statement that is ubiquitous in our facilities, our written documents and are the heart of our philosophy. Our approved safety plans, which include all facets of day-today operations, include our American Public Transportation Association "Gold Award" and National Safety Council "Green Cross for Safety" award winning safety programs.

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

- A hiring process structured around stringent standards, including driver safety records, criminal record checks, drug screening and personality profiles.
- Maintenance programs respected throughout the industry. We put extra effort up-front in our preventive maintenance process to ensure that only the soundest of vehicles are on the road serving our customers.
- A comprehensive training program covering our safety processes in great detail.
- Employee responsibility, safety standards and expectations, safety precautions, and safety procedures are discussed extensively throughout training.
- Employee incentives to maintain safety awareness and keep accidents and incidents to the barest minimum.
- An extensive operations manual that includes standards for discipline, expectations for performance, and company procedures, while continuously monitoring driver performance.
- Corporate Safety Oversight

Customer Service

In terms of Customer service, our integrity is defined by our commitment to deliver our promise. Delivering our promise to our customers is one of our core values and one that differentiates us in the industry. We aim to deliver a high standard of customer service to WMATA and are focused on continuing to improve our performance against our benchmarks.

In order to maximize customer satisfaction, we incorporate the following "customer rights."

- The customer receives prompt, friendly, courteous service and accurate information.
- The customer will be kept informed during service delays and handled with extra care in these circumstances.
- The customer is treated with respect and dignity, care and compassion.
- The customer receives a smile and thank you.
- The customer has the right to depart with minimal waiting time.
- The customer will receive prompt answers to his/her questions

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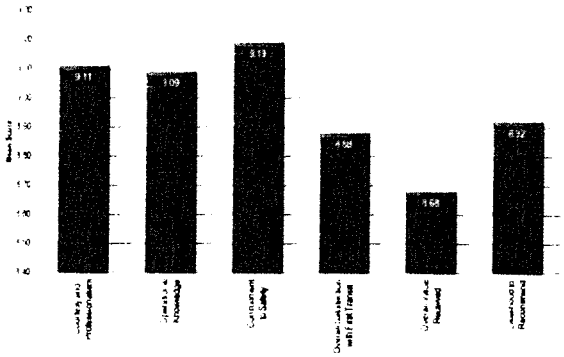
We achieve this goal by promptly following up on any customer feedback. Suggestions, as well as complaints, are very useful in upgrading our quality of service. All comments are responded to promptly and courteously.

Our passion for delivering outstanding customer service to our clients has resulted in First Transit's 90% retention rate.

- 94.70% strongly agree/agree that First Transit is a "Company I Can Trust."
- 89.00% strongly agree/agree that First Transit is a "Business Partner, Not Just a Service Provider."



Our People

We are comfortable that we will provide our services to WMATA to meet these high standards because we know that our people are the key to delivering on our core values of safety and customer service. We are committed to recruiting and retaining the best people in the industry and enabling our employees to reach their full potential through industry leading training and development programs.

Corporate Social Responsibility

Corporate Social Responsibility (CSR) is fundamental to our business and our objective of sustainable growth. We aim to provide transport services that are safe, reliable, customer focused, innovative and sustainable. Our full CSR Report is available on our website at www.firstgroup.com/corporate/csr.

Key CSR areas:

- Minimizing our environmental impact
- Valuing our employees
- Delivering our customer service promise
- Our role in the community

We have continued our partnership with Save the Children in the UK and have now established a similar relationship with the Children's Miracle Network in North America.

Our partnership with Save the Children has raised more than £1m in cash donations, fundraised monies and gifts in kind contributions. All of our charitable donations are managed through our Charity and Sponsorship Committees in the UK and North America. The Committees are made up of employees and help to ensure that available funds are distributed in a fair and consistent way.

Children's Miracle Network

Save the Children UK

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Financial Stability

First Transit benefits financially from being part of an international transportation giant – FirstGroup plc. This relationship also benefits WMATA by ensuring that you will have a financially stable operator throughout this contract term and beyond, if desired. The Group is publicly traded on the London stock exchange under the ticker symbol FGP.

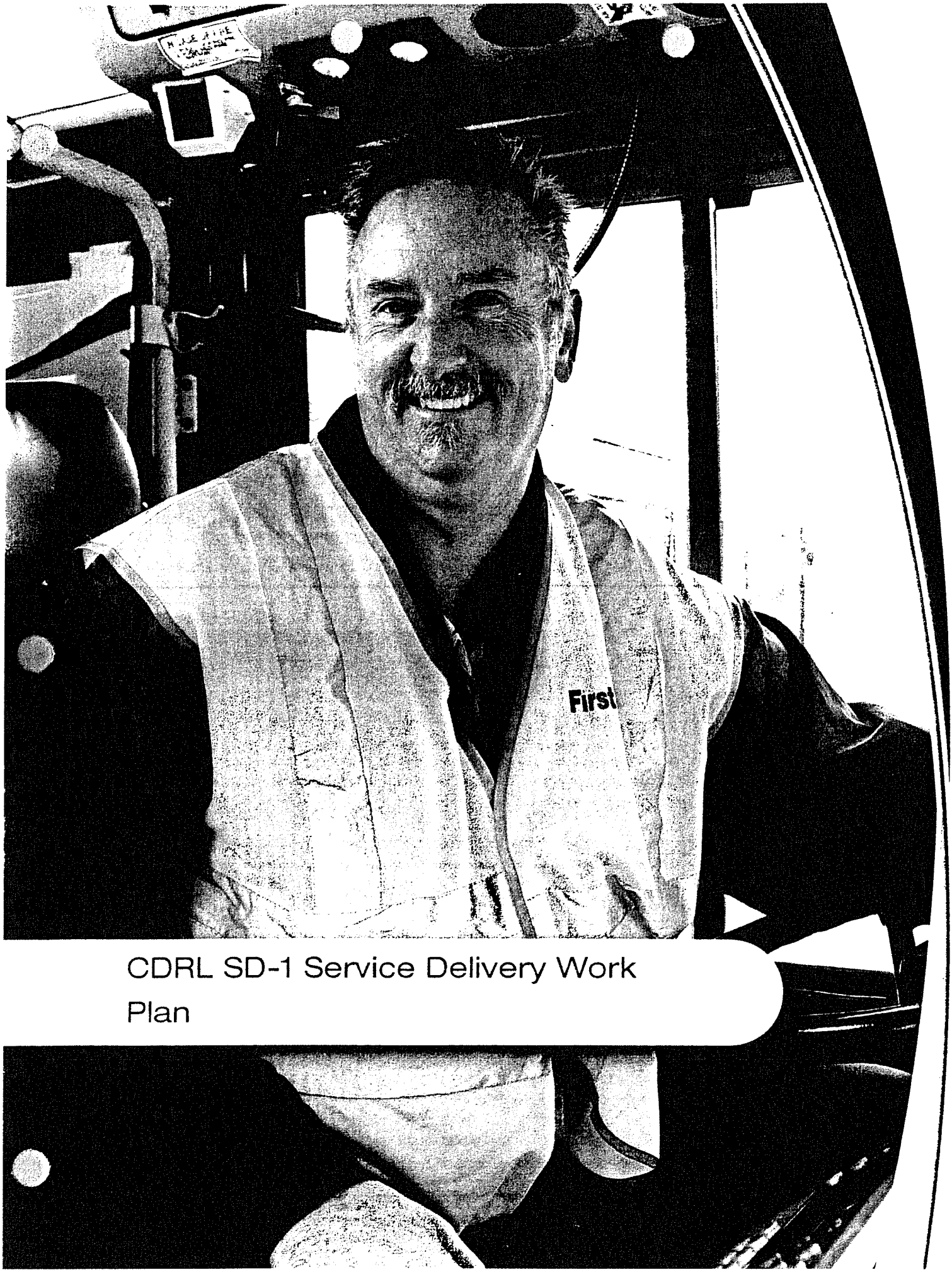
Our financial strength and stability enables us to stand behind our proposals and keep our commitments to our clients. First Transit maintains a strong financial position, allowing us to reinvest in our people, our operations and the community we serve.

Financial Statements

Included in Volume III are our last two years' audited financial statements for First Transit's parent company, FirstGroup America. There are no stand alone audited financial statements for First Transit as it is a wholly owned subsidiary of FirstGroup and included as part of the FirstGroup America annual audit. These financial statements demonstrate that we possess substantial financial ability and stability to fulfill our obligations under the terms of this RFP. Further financial information is available on the web site: www.firstgroupamerica.com.

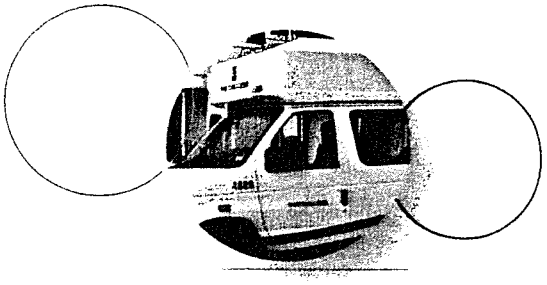
Credit References

Credit and Bank References	Trade References
JP Morgan Chase Bank 14800 Frye Road Ft. Worth, TX 76155-2732 FAX [redacted]	Diesel Injection Sales, Inc., [redacted] Authorized Transmission Remanufacturer, [redacted]



CDRL SD-1 Service Delivery Work Plan

CDRL SD-1 Service Delivery Work Plan



Understanding of the Scope of Work

First Transit understands that the Washington Metropolitan Area Transit Authority (WMATA) is seeking a professional contractor(s) to provide paratransit service for Maryland, Virginia and the District of Columbia.

More specifically, the operation of MetroAccess will include, but not be limited to, management of the daily operations, routes, scheduling, fare structure, service standards, budgeting, accounting, purchasing, safety, insurance, claims, employee selection/training, labor negotiations/relations, equipment and facilities utilization, maintenance, transit planning, marketing, advertising, security, public relations, coordination of the taxi program.

We recognize that the Authority is seeking a management firm(s) that can offer transit operations services that are characterized by financial responsibility, safety, quality, and cost savings. With our experience in the DC are and in paratransit operations, as well as our commitments to safety and financial accountability, we are the best choice for WMATA to operate this important service.

Understanding of MetroAccess Policies and Procedures

First Transit has read and understands MetroAccess Policies and Procedures. We will abide by applicable WMATA/MetroAccess policies and procedures. We have thoroughly reviewed all items distributed with the RFP, including the Customer Guide to MetroAccess and the System Safety Program Plan.

Our Service Delivery Plan

First Transit's approach to meeting WMATA's needs as expressed in the RFP, are described in detail throughout our proposal.

First Transit will strive to deliver services that value safety above all else for customers and employees. We will live by our company's motto, "If you cannot do it safely, don't do it!" We will assess safety practices and procedures, and tailor our training programs and safety meetings to encourage continuous improvement.

As your operator of the MetroAccess system, First Transit will support the General Manager with qualified experts in all the functional areas of transit management, such as safety and training, human resources, financial management, fixed route and paratransit operations, vehicle and facility maintenance, planning and system design, runcutting and scheduling, transit technology applications, and grants management. First Transit support staff will perform periodic reviews of safety, maintenance,

operations, financial management, and cash handling. These services are included in the management fee.

We offer WMATA the power of a network that is unparalleled among transit management firms, and valuable experience in a variety of DC operations, as well as paratransit operations of all sizes and designs throughout the United States. The size and scope of First Transit's operations, with over 235 locations, offers a network of professionals and experience to draw upon.

First Transit is an operating company of FirstGroup America (FGA), which also includes First Student, First Vehicle Services, and Greyhound Lines. In total, there are over 1000 FGA operating locations. FGA negotiates corporate purchasing agreements with dozens of suppliers of parts and supplies that transit operations use every day. The volume of purchases by FGA locations results in very favorable pricing. We will recommend use of FGA's corporate purchasing agreements where appropriate to reduce operating expenses. Again, the power of our network is unparalleled among management firms in this most important area.

First Transit's size and scope of operations enables us to obtain personnel in the event of emergency situations in a manner unmatched by our competitors. We pride ourselves on being active participants in emergency management planning. In the event of emergencies affecting the transit system, we enlist the assistance of other First Transit or FGA locations to provide vehicles or labor resources.

Delivering on WMATA's Expectations

First Transit is very familiar with the challenges of Public Transit, and with WMATA's expectations, operations methods, and customers. Our experience is focused on providing efficient and effective operations. Depending on our customers' contractual specifications and requirements, First Transit provides a wide variety of related services for our paratransit operations customers across the country, including management, operations, reservations, scheduling, dispatch, and vehicle maintenance. We will focus our attention on operating the best paratransit system possible in the DC service area and on providing reliable maintenance and a strong staff.

The following sections outline First Transit's range of expertise in the transportation industry and the services available to WMATA, if necessary. We have demonstrated our ability to perform these duties throughout our tenure as the Authority's transportation services contractor as well as at our other contracting locations across the United States.

Category	Service	Expertise
Operations	Safety and Operations Training	First Transit has qualified instructors for the following instruction: Commercial Drivers License Training Drug Testing Programs Emergency and Accident Handling Procedures Passenger Relations Passenger Assistance Training for Handicapped Passengers Smith System – Defensive Driving Course
	Safety Plans	Approved safety plans, which include all facets of day-to-day operations
	Operations Plans	Comprehensive operations plans, which address the procedures necessary for providing efficient and effective transportation.
Maintenance	Fleet Maintenance	Customized maintenance and management programs designed to meet the needs of today's diverse and changing fleets. Computerized parts inventory program, which allows for the effective management of fleet parts. Maintenance instructors capable of training mechanics in the various components and specialties of modern fleets.
Administration	Computer Services	First Transit offers complete software selection assistance for various public transit functions: Coordinated Transportation Inventory (Parts) Passenger Tabulation Route and Revenue Analysis Vehicle Maintenance
	Administrative Services	Insurance and Claims Organizational Development Record Keeping
	Centralized Accounting Services	Accounts Payable Accounts Receivable Financial Reports General Ledger Inventory Control Payroll
	Personnel / Labor Relations	Fair and equitable procedures for dealing with all employees. First Transit's personnel have dealt extensively and negotiated with the major transportation unions throughout the United States. Regional recruitment for all positions.

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Planning

Planning Services and Studies	First Transit provides planning services and studies in all aspects of transportation including: Communications Garage and Facility Needs Intelligent Transportation Systems (e.g., GPS/AVL, security cameras) Maintenance/Fleet Management Operations/Route Analysis Rural Transportation Safety and Training Specialized and Coordinated Transportation Vehicle Needs/Specifications

As we've demonstrated to WMATA with the operation of our DC Circulator contract, First Transit is a comprehensive transit service provider with practical experience to meet nearly every transit related need. Our depth of knowledge is rooted in our stable workforce and the longevity of many of our managers and contracts, as well as the knowledge base of our sister companies. We are not an upstart company that proposes gimmicks in order to make our price more attractive in the short run. We will not experiment on MetroAccess services, but have proven ourselves by providing consistent and reliable daily service. Our proposal offers to continue the professional relationship with strategies proven in the transit industry, and by providing MetroAccess with the best possible services.

Fare Collection Procedures for WMATA Services

Our revenue collection and reconciliation procedures are designed to safeguard WMATA's financial resources and to minimize the potential for abuse. Our system, as described below, is based on the principles of limited access, specific individual accountability, and joint responsibility of monies up to individual vault dumping and collection of receiver vault by armored car for counting and deposit into MetroAccces' revenue account. We monitor daily fare collection activity from the Operator through armored car pick-up. Each element of the system is reconciled against total revenues to ensure that no losses occur. We will ensure that monies are transported to and from bank facilities in a secure manner. Fares will be charged to passengers as specified by MetroAccess. Periodic audits are conducted.

Responsibilities

Our General Manager will review and approve all policies and procedures with regard to farebox collection equipment and revenue collection processes. Our General Manager is the primary key control person and oversees preparation of daily and monthly required reports for WMATA using the GFI probe reports.

Our Maintenance Manager ensures that all maintenance staff fully complies with the policies and procedures for revenue collection and maintains control over the probe and cash room to be constructed at our location facility.

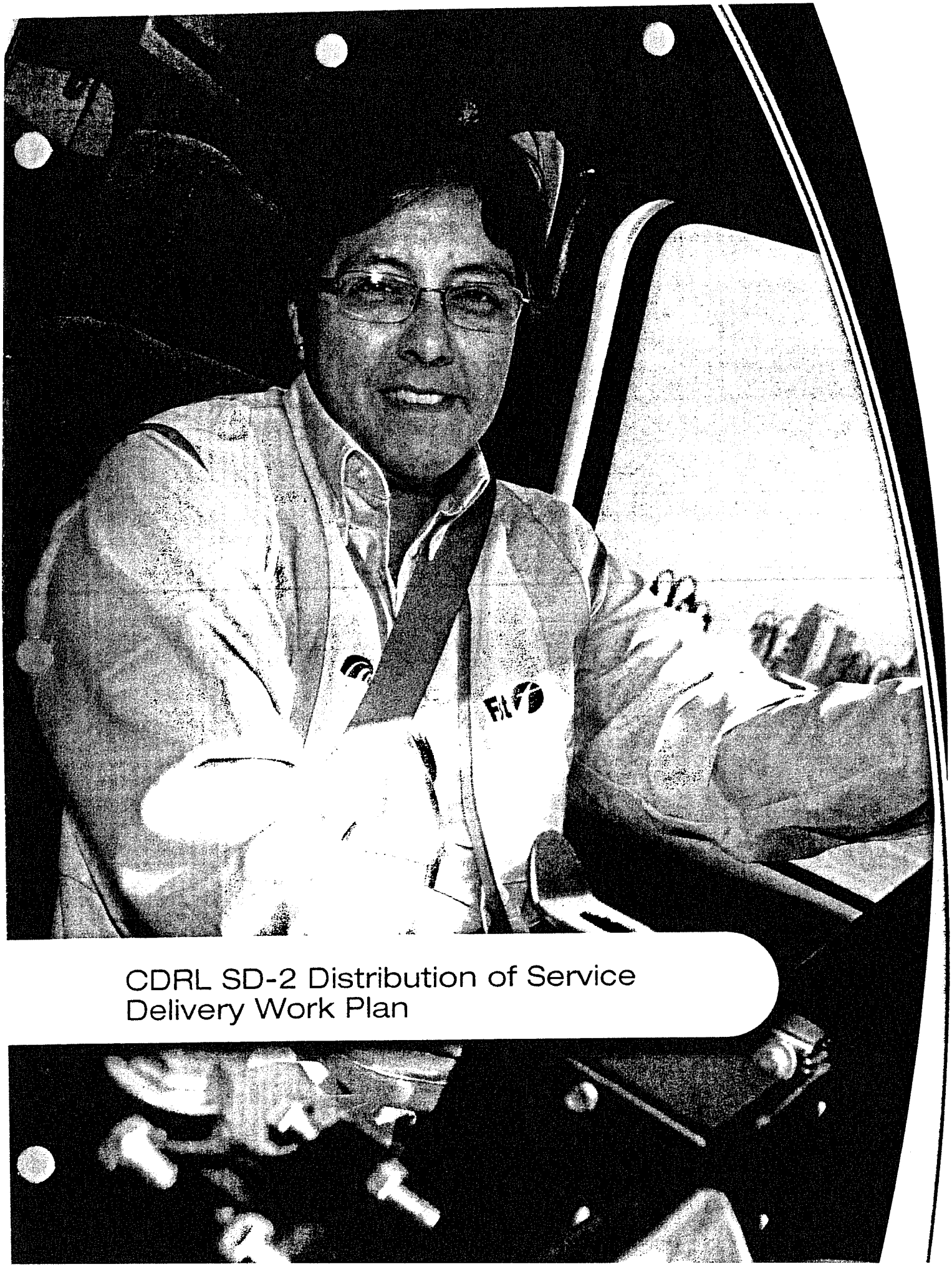
Procedures

At 5:00 p.m., the Maintenance Manager issues the probe box key and first cash room key to the Service Worker/Vault Puller. In conjunction with the Fueler using the cash room key, the Dispatcher on duty will utilize the second cash room key to unlock the second cash room door lock. The probe is then put into operation.

Each vehicle is probed as they return to the lot after fueling and washing. After the buses are probed, the vaults are removed and dumped into the vault receiver located in the cash room where the GFI Receiver Vault is stored. The Service Worker then signs the appropriate box on the farebox sheet. If the farebox vault fails or if there is evidence of tampering, the Maintenance Manager and Dispatcher will be notified immediately and the vault secured in the cash room with the receiver vault. WMATA will be notified by our dispatch office and the incident is noted in the log book in the dispatch office. On weekends, the Service Worker will also notify the dispatcher of any difficulties. If a vault becomes jammed in the receiver, preventing the further probing, the Dispatcher will immediately notify the Maintenance Manager and General Manager by cell phone at any time to correct the problem.

This procedure continues until all buses are vaulted. Upon completion, the Fueler locks the probe in the cash room and returns the probe key and first cash room key to the Dispatcher on duty. The Dispatcher on Duty will also lock the cash room door using the second cash room key.

After the daily GFI Maintenance Report is run, the General Manager will implement any corrective actions required. First Transit will ensure farebox repairs are coordinated with MetroAccess so that all vehicles in service have properly working equipment.



CDRL SD-2 Distribution of Service Delivery Work Plan

CDRL SD-2 Distribution of Service Delivery Work Plan

Distribution of Service

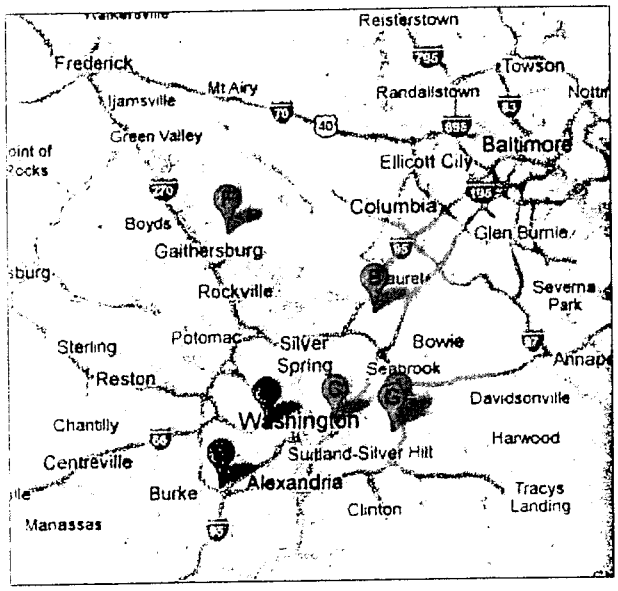
First Transit understands that WMATA is particularly interested in Service Delivery proposals that offer thoughtful and creative solutions that help facilitate coordination between multiple Contractors as a single network, communication with customers, practical use of technology, and provide flexibility and resilience to the system in response to traffic impacts, trips changes, and other dynamic factors. As a result of this understanding, First Transit is proposing two distribution of service options for WMATA to consider, that will give WMATA the flexibility to provide the best service to meet your diverse customer needs and meet the service distribution provisions related to Metro Access:

- Operating for multiple garage (dispatch) locations that minimize deadhead
- Operating no more than 50 percent service volume
- Providing a maximum of 10 percent of the service utilizing taxi service

Service Model Option #1

First Transit operates between (36%) up to (50%) of WMATA Paratransit Service Delivery

After, taking a strategic evaluation of WMATA current trip data, First Transit's proposed service distribution plan at between 36%- 50% service delivery level, will feature two dedicated garage locations with maintenance capabilities and two "secured fenced in park out lots" without maintenance capabilities. In addition to supplement First Transit's dedicated paratransit service for WMATA, First Transit will subcontract no more than 10% of our service operations to three Taxi Sub Contractors (See First Transit's Service Model Option #1 Proposed Facility and Service Distribution Map to the right):



Our Proposed Locations (including taxi carriers)

A. 8617 Central Avenue, Capitol Heights, MD (Maintenance/Office/Parking Facility)

B. 11730 Baltimore Avenue, Beltsville, MD (Maintenance/Office/Parking Facility)

C. Independence Avenue NE, Washington DC, RFK Stadium (Park Out Location)

D. 6911 Industrial Road, Springfield, VA (Park Out Location)

E. Red Top Cabs, 3251 Arlington, VA

F. Regency Cab, Inc., 8210 Beechcraft Avenue, Gaithersburg, MD

- 11730 Baltimore Ave, Beltsville, MD (13,000 Square Ft. Maintenance/Office, parking 100 vehicles, fuel on premise) note see:

FIRST TRANSIT PROPOSED WMATA DEDICATED GARAGES WITH MAINTENANCE CAPABILITIES

Maintenance Section for complete facility details

- 8617 Central Ave, Capitol Heights, MD (14,600 square ft. Maintenance/Office, parking for 200 vehicles, fuel on premise) note see: Maintenance Section for complete facility details

FIRST TRANSIT PROPOSED WMATA DEDICATED PARK OUT LOCATIONS WITHOUT MAINTENANCE CAPABILITIES

- Independence Ave NE #8A, Washington, DC –RFK Stadium, 3,500 sq. ft. module office/secured/fenced, parking for 50 vehicles
- 6911 Industrial Rd., Springfield, VA 20151 parking for 50 vehicles (Note: operational use must be approved by WMATA)

FIRST TRANSIT PROPOSED WMATA TAXI SERVICE CONTRACTORS

- Red Top Cabs, 3251 Washington Blvd, Arlington, VA 22201
- Regency Taxis, 8210 Beechcraft Ave., Gaithersburg, MD 20879
- Accessible Taxis, 7902 Walker Mill Dr., Capital Heights, MD 20743

Service Model Option #2

First Transit will operate thirty-five (35%) or less of WMATA Paratransit Service Delivery

After, taking a strategic evaluation of WMATA current trip data, First Transit's proposed service distribution plan at 35% or less of service delivery level, will feature one dedicated garage locations with maintenance capabilities and one "secured fenced in park out lots" without maintenance capabilities. In addition to supplement First Transit's dedicated paratransit service for WMATA, First Transit will subcontract no more than 10% of our service operations to three taxi subcontractors.

FIRST TRANSIT PROPOSED WMATA DEDICATED GARAGES WITH MAINTENANCE CAPABILITIES

- 8617 Central Ave, Capitol Heights, MD (14,600 square ft. Maintenance/Office, parking for 200 vehicles, fuel on premise)
  Note: See SDRL SD-9 Facility Plans for complete facility details.

FIRST TRANSIT PROPOSED WMATA DEDICATED PARK OUT LOCATIONS WITHOUT MAINTENANCE CAPABILITIES

- 6911 Industrial Rd., Springfield, VA 20151 parking for 50 vehicles
  Note: Operational use must be approved by WMATA.

FIRST TRANSIT PROPOSED WMATA TAXI SERVICE CONTRACTORS:

- Red Top Cabs, 3251 Washington Blvd, Arlington, VA 22201
- Regency Taxis, 8210 Beechcraft Ave., Gaithersburg, MD 20879
- Accessible Taxis, 7902 Walker Mill Dr., Capital Heights, MD 20743

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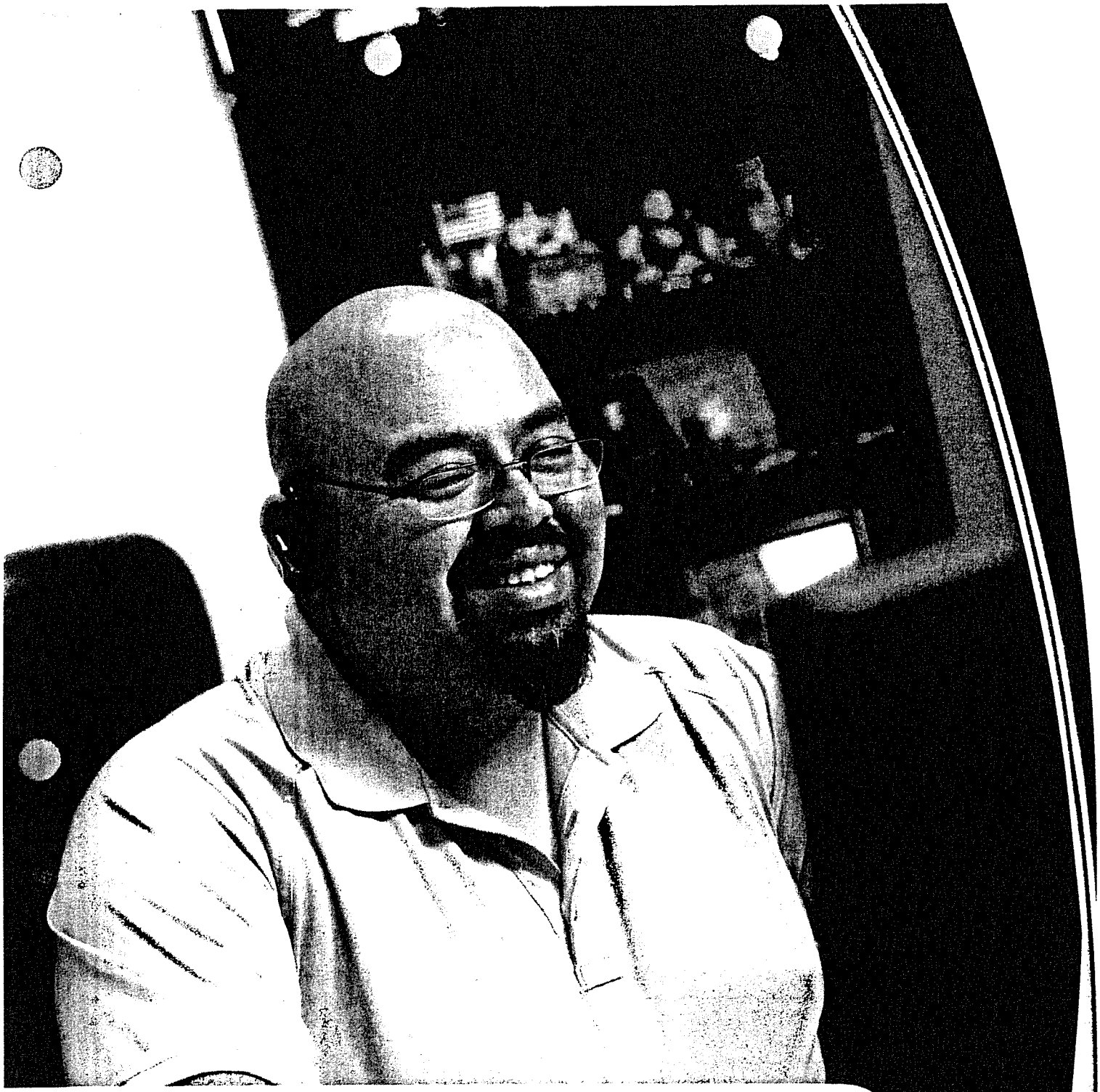
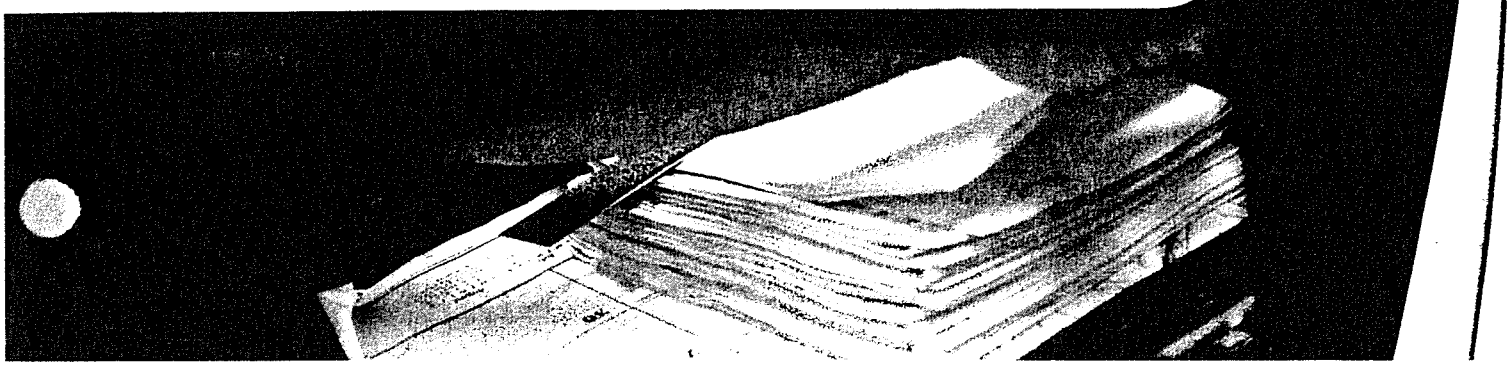
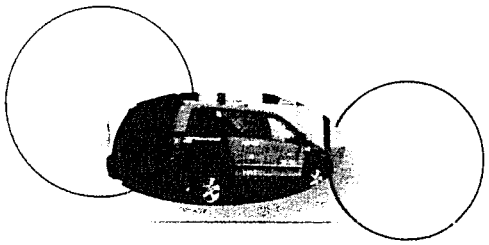


CDRL SD-3 Taxi Service Plans



CDRL SD-3 Taxi Service Plans



Our Taxi Plan

First Transit is committed to insure that we provide a complete supplemental taxi cab service to meet consumer needs defined by WMATA. To supplement our Paratransit service program our plan will be to Sub-Contract Taxi Services to the Following Companies:

- Red Top Cabs (Northern Virginia/DC Coverage)
- Regency Taxi (Montgomery County, MD/DC Coverage)
- Accessible Taxi (Prince George County, MD/DC Coverage)

In order to insure that our taxi cab subcontractors meet all required daily operational requirements and to coordinate communication, First Transit will have a dedicated taxi service dispatcher to help coordinate taxi information exchange. First Transit will ensure that all taxi subcontractors comply with ADA regulations required to operate taxicab complementary ADA paratransit are met. In addition, First Transit will ensure that all taxicab Contractors maintain required insurance, employee criminal background and FTA Drug & Alcohol Testing regulations, training/service and service daily reporting/billing requirements are met, as defined by WMATA in the Evaluation Criteria for Taxi Contractors to Serve as MetroAccess Service Providers.

Please see our full proposals from our proposed taxi partners included as an **Attachment**.

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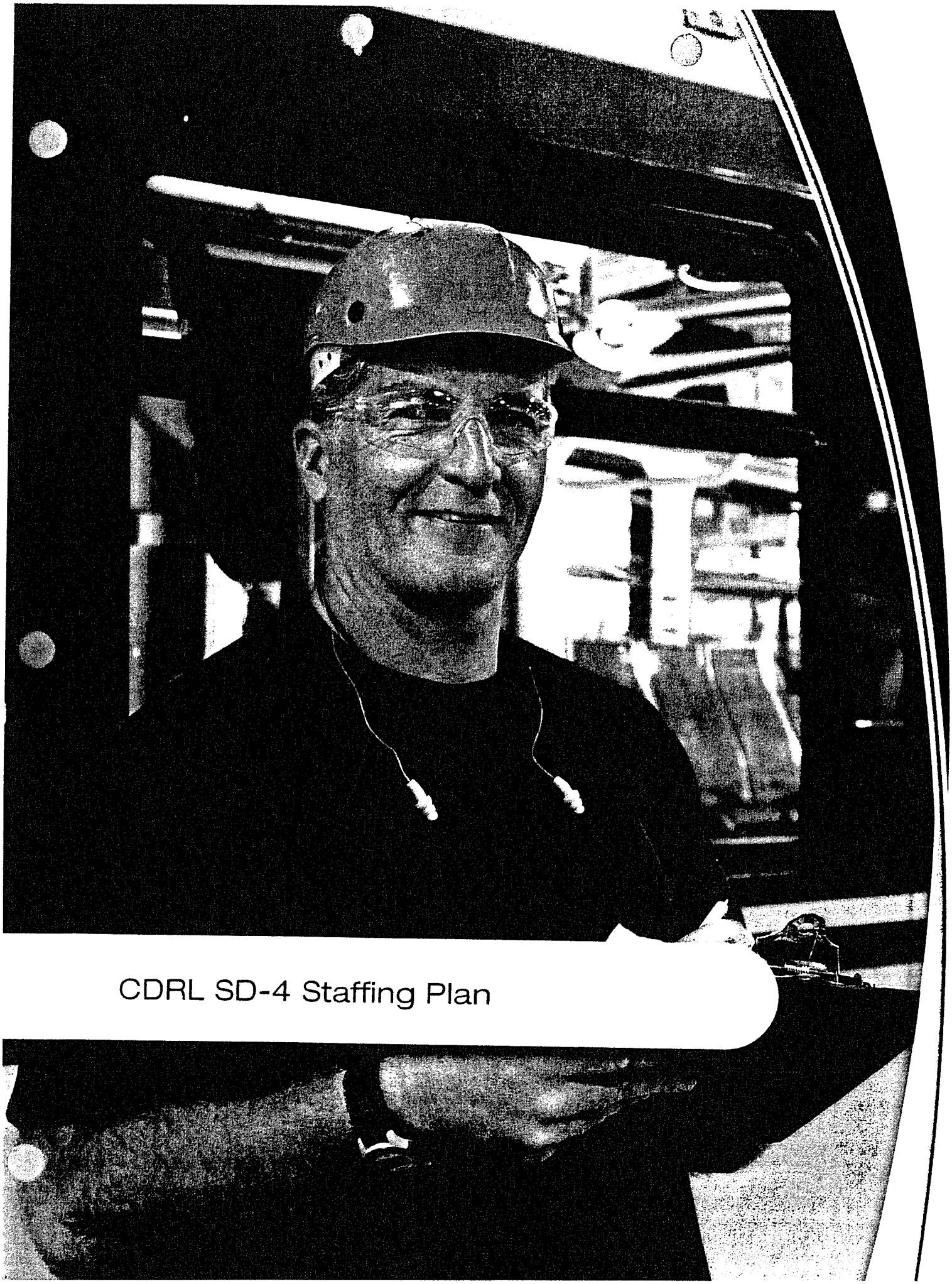


CDRL SD-4 Staffing Plan

CDRL SD-4 Staffing Plan

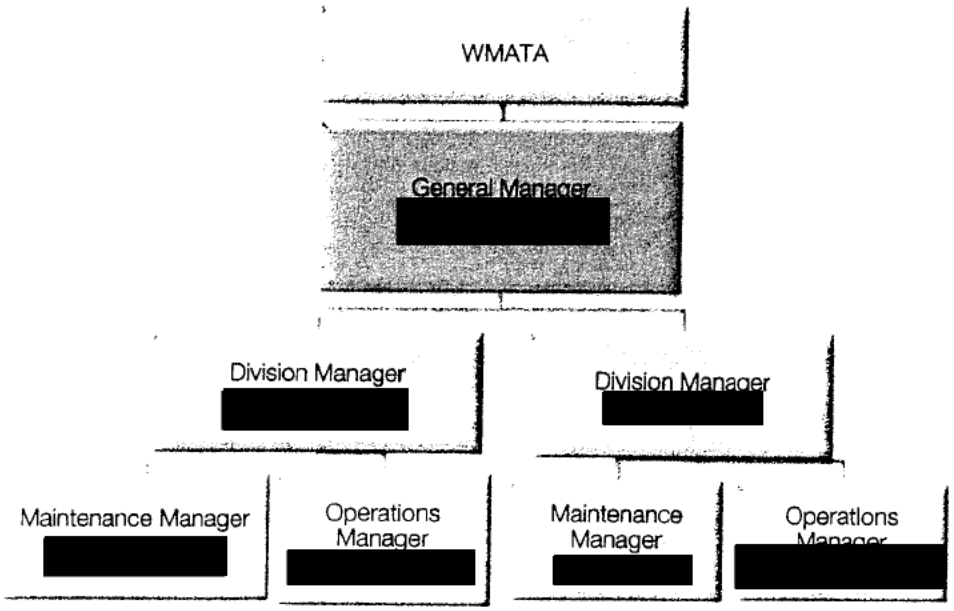
Management Structure

First Transit offers a unique five-part management approach to monitor daily operations on a micro and macro level. Our methodology ultimately ensures quality control of the on-street operations and also provides WMATA with control and accountability, maximum cost effectiveness, management continuity, minimum staff overhead costs, and professional management.

The five-part approach includes:

- A comprehensive, experienced management team serving MetroAccess on-site.
- A Senior Vice President and Region Vice President coordinating the management of the system to ensure customer satisfaction.
- A customer support staff composed of seasoned professionals, to provide ongoing assistance to enhance system efficiency and effectiveness.
- The power of a network of customers and staff to continue to share information and experiences.
- Managerial training to continue to support the resident management team.

Proposed Management Staff



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General Manager – [redacted]

First Transit is very pleased to propose [redacted] for the position of General Manager for this project. [redacted] has 23 years of management experience in the transit industry and has served in the capacity of General Manager, managing large scale transit operations for over 20 years. [redacted] has been our General Manager in Olathe, Kansas for the past two years. He led a combined cross functional team of 550 employees with 10 direct reports and an annual revenue in excess of $40 million. As his previous positions have included District Director of Operations, Area General Manager, District Manager, and Director of Paratransit and Contractor Services, [redacted] has a diverse and accomplished background that will serve him well as First Transit's MetroAccess General Manager.

[redacted] has excellent skills in developing policies and procedures that contribute to ridership growth, successful employee recruitment, and quality customer service. In his role as General Manager, [redacted] efforts will ensure continued success in leading our MetroAccess project team. He will be 100% dedicated to this service, on-site performing duties on behalf of WMATA, and, as the on-site GM, will have complete decision making authority for First Transit in fulfilling our roles and responsibilities in the operation of MetroAccess services.

[redacted] has overall responsibility for the provision of services to WMATA through direct involvement of all operational aspects and will be our primary contact with WMATA. He ensures the successful and safe functioning of all phases of the operating location. Specifically, he oversees the supervision of the daily activities of all senior managers, and ultimately all operators, dispatchers, supervisors, maintenance workers, subcontractors, and other personnel necessary to support the MetroAccess operations. He ensures all WMATA expectations and requirements are met while complying with corporate policies and procedures. He is responsible for the entire management and operation role locally, including safety, quality employees, and customer service satisfaction.

With the support of Region Vice President [redacted] will continue to work with WMATA staff to ensure operational data is provided, comments from passengers and the general public are responded to, and that an overall high quality of service is maintained. [redacted] and [redacted] both stand ready to respond to any of the WMATA's issues with our service delivery, with the added guidance of [redacted] First Transit's East Region Senior Vice President based in Horseheads, NY.

[redacted] duties include management of the following overall project responsibilities:

- Safety and security for passengers, employees, fleet, and facilities
- Customer service and community outreach
- Monitoring service performance against set goals/targets. Performance Management of all staff and services
- Work force and resource planning and allocation;
- Recruiting and Hiring;
- Employee Motivation / Retention
- Employee / Labor Relations

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- Adherence to all governmental regulations, and compliance with Local, Regional, State and Federal established standards and procedures.
- Primary liaison to the riding public, to WMATA and its member cities and communities, and to regional and other government entities.
- Providing all operations reporting.
- Asset management
- Fleet and facility maintenance process management and control

Supported by First Transit's corporate and regional staff and resources, [redacted] ensures our local functional relationships, lines of authority, and employee responsibilities are clear and consistent. He will make sure all employees on the project have the tools to stay up-to-date in their job duties. [redacted] will also see that every employee is qualified and trained for the specific role they play in the organization. Operations management staff will be on-site during all hours of service, and maintenance management on-site 24/7. Our staff coverage for operations and maintenance will ensure a person with authority is always available to respond to emergencies and all operating situations, with 24-hour on-call duties for many of the management staff.

Conducting frequent meetings with all employees, our General Manager maintains open lines of communication and will expect the same from all employees. This includes interactions and coordination with WMATA, MetroAccess passengers, community leaders, agencies, general public, subcontractors, and vendors. Expectations are made evident, and goals are established for attainment. [redacted] will make full use of First Transit's contract management system, which provides a systematic approach, format, and action plans for the successful operation of a transportation program.

Please see [redacted] complete resume included as an **Attachment**.

Division Managers – [redacted]

First Transit is proposing [redacted] and [redacted] as our Division Managers for this project. Both [redacted] and [redacted] each have over 15 years experience in the transportation industry. [redacted] has been a General Manager with First Transit since 2009 and has been responsible for paratransit systems in Savannah, GA, New Jersey and Licking County, Ohio. She was also our Assistant GM in Richmond, VA for seven years, and has extensive experience with Trapeze scheduling software. [redacted] who will serve as a second Division Manager if First Transit is awarded 36 to 50 percent of MetroAccess' service delivery options, is currently serving as our Assistant GM at our DC Circulator location, where he provides direction and management to a staff of almost 200 people. His past experience has included experience as WMATA's Director of Call Center Operations and Manager of Call Center Operations. He spent three years as the Superintendent of Paratransit Services in Baltimore, MD, where he began his career as a Bus Operator in 1995.

[redacted] and [redacted] will be responsible for organizing and conducting activities focused on ensuring safe, cost-effective, and on-time operating performance of the MetroAccess system project. In addition, all duties and responsibilities of the General Manager position are assumed in the General Manager's absence, or as needed. They will manage overall staffing and resource issues including daily operations assignments and service delivery, staff scheduling, staff recruitment - hiring and training, discipline, employee performance, controlling overtime, and coordinating with maintenance on the supply of safe fleet and operators.

[redacted] duties as our proposed Division Managers include:

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- Accountable to General Manager for the quality of service delivery and customer responsiveness
- Work closely with staff to ensure that customer service, safety, vehicle reliability and fully trained employees all remain top priorities in the location
- Ensure that the staffing and scheduling of operations personnel meets project needs; complete all staff performance reviews
- Ensure that all customer and public comments and concerns are responded to on a timely basis
- Directly support our Operations Manager with all daily operational activities including dispatch, operations control and vehicle assignments
- Ensure that vehicles are available for scheduled maintenance as scheduled
- Coordinate paperwork flow with administration, management and the client

As Division Managers, [redacted] and [redacted] are committed to maintaining performance quality standards, and evaluating the location's performance to the standards of WMATA and First Transit.

Operations Managers – [redacted]

First Transit is proud to proposal [redacted] and [redacted] as our Operations Managers for the MetroAccess project. [redacted] has spent the last ten years as a Program Manager and Drug & Alcohol Coordinator in Palm Beach County, Florida, where he oversees paratransit operations for a service that averages 3,000 trips a day. His experience/education also includes 10 years as a Risk Management Specialist, a master's degree in International Development and military experience. [redacted] who will serve as our second Operations Manager if First Transit is awarded over 35 percent of the operations, has almost 30 years of management experience. His positions have included General Manager for our paratransit service in Savannah, GA and Transit Supervisor & Supervisor/Dispatcher in Colorado Springs, CO. As our proposed Operations Managers, [redacted] and [redacted] will direct all phases of the day-to-day operation of the MetroAccess system. Daily, they will ensure service delivery meets standards set in our client contract, facilitate complaint resolution, and coordinate all dispatching activities.

[redacted] and [redacted] duties as our proposed Operations Managers include:

- Supervise dispatch and day to day operational activities;
- Oversee road supervision activities
- Coordinate where necessary with staff on open or closed routes
- Coordinate/support operator route assignments, ensuring all shifts are covered
- Closely monitor operator staff availability and time off requests
- Work with S/TM on operator and safety issues including accident and incident paperwork
- Communicate vehicle defect reports to maintenance; Assist operators with operational issues
- Counsel and support operators on operational, safety and attendance related issues

Maintenance Managers – [redacted]

Combined, our proposed Maintenance Managers have over 55 years of experience in vehicle maintenance. [redacted] career includes Operations & Maintenance Manger and the Director of Rail Car Maintenance in Atlanta, GA. His experience as a Service Manager began in 1976. [redacted] who will serve as our second Maintenance Manager if First Transit is awarded over 35 percent of the service, 20 years in vehicle maintenance, 17 of which have been in a management capacity. He is currently Director of Maintenance for a paratransit fleet of over 150 vehicles. As Maintenance Managers, [redacted] and [redacted] are responsible for fleet safety, the preventive maintenance

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of the fleet and facility, for scheduled and unscheduled repairs and for general maintenance management at the facility. This includes all MetroAccess fleet maintenance and repair activities to include: revenue and support vehicles as well as oversight of fueling and cleaning activities for the MetroAccess fleet. Our Maintenance Manager responsibilities include, but are not limited to, the following areas:

- Directs the recruitment, selection, training, evaluation and supervision of all maintenance personnel
- Schedules and allocates all fleet and facility maintenance resources to the variety of mechanical work including preventive maintenance, repairs and troubleshooting
- Ensures compliance with WMATA and First Transit Preventive Maintenance (PM) Programs and safety inspection schedules. Develops periodic or seasonal maintenance campaigns as needed
- Maintains and secures appropriate levels of parts and fluids inventory
- Coordinates maintenance subcontracts including towing and outside repairs
- Keeps an accurate and comprehensive record pertaining to maintenance functions; Analyzes such records to improve services
- Supervises the bus cleaning program to ensure a clean and well-maintained fleet
- Responsible for security of the property including vehicles, tools, equipment, buildings, fuel, parts, fares, and all other system assets
- Coordinates with law enforcement, fire, and other safety-related agencies to ensure security and regulatory compliance
- Manages the shop safety program to ensure safe work methods are known and followed with the aim of preventing injuries or damage to property; Performs safety inspections
- Coordinates with bus manufacturers, equipment suppliers and other maintenance professionals to increase fleet knowledge, and to run an effective bus maintenance shop

[redacted] essential functions include supervision of all maintenance personnel, scheduling preventive maintenance, facility maintenance, inspection of work performed, purchasing of parts and supplies, and general responsibility for inventory. Additionally, they direct and coordinate a system to provide adequate security for the maintenance department. Specifically, [redacted] will consult with our General Manager in preparation of the budget for the maintenance department. Then they will direct and coordinate a complete system to maintain a supply of parts, fuel, oil, tires and supplies for the above-mentioned items at their lowest reasonable cost.

Resumes for all of our local management staff are included as an **Attachment**.

East Regional Customer Support Staff

Supporting WMATA will be First Transit's East Region Management Teams. These diverse and highly qualified teams will provide experienced support throughout the operation, including the areas of safety, training, maintenance, administration, accounting, insurance claims management, and human resources.

Senior Vice President - [redacted]

[redacted] has previously served as First Transit's Senior Vice President of Transit Management and as Vice President of Transportation Services. He received a Bachelor of Arts in English from Rhode Island College and attended Northeastern University. As Senior Vice President, [redacted] provides executive oversight of all operational and administrative functions for First Transit's Eastern Region. His responsibilities include oversight of contracts for

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provisioning airport shuttles, fixed route and demand-response public transit, ADA paratransit, human service agency transportation coordination and brokerage, corporate shuttle services, and inmate transportation.

Region Vice President - [redacted]

[redacted] began his career with First Transit in 1997, holding various positions in operations, business development, and IT before working his way up to the position of Region Vice President. He has Bachelor of Arts degrees in economics and policy studies from Syracuse University, and has completed Transportation Leadership Development Training. [redacted] works closely with General Managers to ensure the efficiency of personnel, effectiveness of communication, and a high level of morale within the operational area. His region includes numerous University shuttles, airport shuttles, fixed route systems, and paratransit operations. He brings valuable experience from previous positions as a project manager in paratransit operations, including those utilizing Trapeze Pass software, and is committed to exceeding your expectations regarding service quality, passenger growth, and responsiveness to stakeholders' needs.

Senior Region Safety Manager - [redacted]

[redacted] has over 25 years of transportation management experience in the area of regulatory compliance, training and program development. He has also managed compliance operations dealing with state and federal regulations, including OSHA, EPA, and drug and alcohol testing programs. [redacted] primary responsibility is the management and coordination of safety compliance for the region. He conducts regular on-site safety audits to check for compliance with state and federal regulations, and with the First Transit Occupational Safety and Health Program. In addition, he coordinates the development of training programs and curriculum for our operating locations.

Director of Maintenance - [redacted]

[redacted] has more than 18 years of maintenance experience and more than a decade of supervisory experience. His education includes completion of the U.S. Army's Maintenance Training Program and the Orange County, CA Transit Authority's Diesel and Transit Bus Certification Program. He has also completed coursework in business management at Saddleback College. [redacted] provides oversight of regional maintenance functions, carefully monitoring maintenance standards, repair efficiencies, and maintenance training programs. He has hands-on experience implementing and managing maintenance quality control programs, and performing equipment inspection of transitioning vehicles. He has also managed large fleets and has CNG and LNG experience. [redacted] is headquartered in Atlanta, GA.

Director of Human Resources - [redacted]

[redacted] earned a Bachelor's Degree in Education from Alfred University, and has completed coursework at Cornell University toward a Masters Degree in Industrial and Labor Relations. She is responsible for overseeing all personnel issues, benefits, FMLA, and talent management/organizational development. [redacted] manages compliance efforts for all state and federal employment laws. She also develops, implements, and audits workplace practices consistent with maintaining a high-performance work culture.

Director of Finance - [redacted]

As Director of Finance, [redacted] provides management reporting and analyses of all financial and operating data for our East Region locations. She is responsible for business and financial forecasts for the division and each of its

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locations, [redacted] also prepares financial and business updates, progress and variance reports, and other ad hoc reports for management evaluation.

Resumes of our Regional Staff are also included as an **Attachment**.

Corporate Customer Support Staff

First Transit provides our operations and management teams with expert support and audits by off-site staff. Our management team and regional Human Resources Director will be assisted with human resources and labor relations functions by the following corporate support staff.

President - [redacted]

As president of FirstGroup America's division First Transit & First Services, [redacted] is responsible for more than 15,000 employees across North America. His team operates, manages and maintains nearly 12,000 transit vehicles and provides fleet maintenance services for more than 38,000 public and private sector vehicles and pieces of equipment across the continent. [redacted] joined First Transit as senior vice president of the East Region in 2003 and was named president in 2009. With nearly 20 years of experience in the transit industry, [redacted] is well versed in fixed-route, paratransit and university transportation systems, and has extensive expertise in fleet maintenance solutions. [redacted] earned a bachelor's degree in political science at the State University of New York College at Cortland and holds a master's degree in political science - public policy analysis and administration - from Binghamton University (NY). Committed to service, [redacted] encourages his teammates to actively support their communities and professional associations. His engaging and respected approach has helped transform the business and its relationship with customers across the continent.

Senior Vice President, Finance - [redacted]

[redacted] has more than 15 years experience in the transportation industry. She earned a Masters of Business Administration degree from Keller School of Management at DePaul University. [redacted] is a Certified Public Accountant and is responsible for directing corporate financial policy as well as fiscal oversight for First Transit.

Our management team and regional Director of Labor Relations will be assisted in human resources and labor relations functions by the following staff:

Senior Vice President, Human Resources and Labor Relations - [redacted]

[redacted] holds multiple graduate degrees including a juris doctorate and LLM (Masters of Law) specializing in labor law. He serves on the United States Chamber of Commerce Labor Relations Committee, is a member of the American Bar Association Labor Law Section, and is a frequent lecturer on labor relations and union corporate campaigns. [redacted] has corporate responsibility for human resources and labor relations across FirstGroup. There are currently 16 labor attorneys and labor relations representatives reporting into his organization. He has handled global labor relations initiatives for several multinational corporations and has extensive experience dealing with traditional labor relations matters in North America. [redacted] is headquartered in Cincinnati, OH.

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Vice President of Labor Relations - [redacted]

Formerly an attorney with the U.S. Department of Labor, [redacted] joined FirstGroup America (formerly Ryder Public Transportation Services) in 1997 as a Labor Relations Associate. Over the years, he has worked extensively with both the Transit and Student divisions, and served as the Director of Labor Relations for First Student from 2001 to 2010. Currently, he represents FGA-companies in all labor relations matters, arbitrations, National Labor Relations Board cases, collective bargaining, and supervises junior staff members involved in the same functions. [redacted] obtained his B.S. Labor Relations from Cornell University, and is a graduate of the University Of Dayton School Of Law.

Safety and maintenance support for our project team will be provided by regional staff as well as the following members of our corporate support team.

VP, Safety & Human Resources - [redacted]

Previously a Senior Attorney for FirstGroup America, [redacted] legal counsel on numerous matters—especially those concerning safety, risk management and employee relations—reflects the breadth of skill and experience needed in this blended role. [redacted] is responsible for the development, recommendation and implementation of safety and HR programs, policies and procedures for the organization, as well as ensuring compliance with these practices. He has a lead role in establishing our safety targets and setting the plans to achieve them. In addition, [redacted] is responsible for overseeing and facilitating our human resources strategy, which includes the development of workforce planning models, HR metrics and guidance on matters regarding employee relations, diversity and career development. He holds a Juris Doctor degree from University of Cincinnati Law School and has nearly 20 years of experience.

Senior Vice President of Maintenance - [redacted]

[redacted] has more than 30 years experience as a mechanic. He is now responsible for First Transit's maintenance activities with transit contracting systems operating fixed-route, paratransit, trolley, shuttle, and over-the-road vehicles. [redacted] focus is on managing our maintenance quality assurance programs and implementing innovative methods to improve efficiency and bring accountability to our clients. He and his staff provide technical assistance, training, and best-practice information to First Transit's maintenance operations. [redacted] office is located at our corporate headquarters in Cincinnati, OH.

To ensure that our policies and procedures comply with local, state, and federal requirements and guidelines, we provide highly qualified legal staff. Our First Transit legal team is headed by the following individual:

Vice President and Deputy General Counsel - [redacted]

[redacted] has over 20 years experience as a practicing attorney, with over 11 years in the transit industry. He is also a board member of the Greater Cincinnati Minority Counsel Program. [redacted] is responsible for contract matters, labor and employment, environmental and OSHA compliance, FTA regulatory compliance, risk management and public procurement.

Staffing Plan

Based upon the information provided by WMATA, we are prepared to provide the adequate staffing levels required for the provision of services as outlined in the Request for Proposal (RFP). These levels will be monitored on an

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ongoing basis to ensure all operational requirements meet or exceed the standards outlined. Below we have listed the name of the position, the number of employees in those positions, and a brief job description.

First Transit has carefully reviewed all the levels of service for MetroAccess Paratransit Services envisioned in the RFP. Ensuring the remote service deployment and the service will be closely monitored by dispatchers and road supervisors, with standby drivers deployed as needed to cover any unexpected late call-offs/absenteeism. Whether we operate out of a single facility with lower volumes, or multiple facilities with up to 50% of the service, our staffing plan ensures a high level of quality.

Our experience in similar operations with large geographic service areas will enable us to ensure on-time performance (95%-plus) and dependability (less than 0.5% missed trips). Extraboard and standby drivers will be established to ensure full staffing levels, accounting for those planned absences as well as unplanned. Our extensive experience with operating in the greater DC area enables us to readily staff for the unexpected without having the learning curve of a new operator.

Our intent is to retain as many of the current MetroAccess contract employees qualified and interested in working with the First Transit safety and customer service-focused culture. Our firm but fair policies and progressive discipline for attendance, safety performance, and customer service will be balanced with training, retraining, and daily monitoring of every employee responsible for delivering first class transportation services. Having worked with the same union local at our Circulator operation, First Transit has a good working relationship with the current operator's union and have mutual respect in working together. Work rules in the collective bargaining agreement will be followed, and incentives will reward exceptional service. Employees will be rested according to our policies and in compliance with the Federal Motor Vehicle Safety Standards. Over 84 full time equivalents (estimated to be 75 full time and 21 part-time) drivers will be required for the services as defined in the RFP.

Position	Number	Responsibilities of Each Job Category
Transportation Operations		
General Manager	1	Responsible for the complete oversight of operations, maintenance, safety and administrative duties at the project, assuming there are multiple operating locations. Serve as the primary liaison with customer; provide leadership and support for all project personnel; maintain a strong safety culture and encourage continuous improvement in transit services.
Division Manager	1	Direct oversight of a single operating location, to include operations, maintenance, safety and administrative duties. Multiple Division Managers may be used if awarded more than one operating location. If a single location is awarded, the Division Manager will be the primary liaison with WMATA.
Operations Manager	1	Key responsibility is for the quality of safe service delivery, and efficiency. Ensures that personnel and drivers maintain their focus on the customers, and have the resources needed to deliver excellent service. Accident investigation and reporting.
Safety and Training Manager	1	Oversees the location's risk management, safety culture, employee training, and light duty program. Investigates accidents and retraining programs, and will champion the Transit Ambassador customer service and quality assurance program
Window Dispatcher	7	Manages daily service by ensuring on-time performance of bus operators from the check-in process, continual service monitoring utilizing scheduling system in conjunction with call center direction; Maintain excellent service through immediate response to operational issues, Employ superior communication with WMATA, the call center, taxi providers, and employees.
Road Supervisors	6	Assist with safety administration and enforcement, and ongoing training to support our Drivers in their mission to provide clients with the best possible service. Work

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Position	Number	Responsibilities of Each Job Category
		with QA supervisors and Call Center direction as needed.
Administrative Clerk	1	Prepares daily reconciliation reports on manifests, tickets, hours, and Trapeze reports
HR Clerk	1	Maintains HR records and safety/training files, hands on recruiting including applications process, interviews, etc.
Paratransit Drivers	335 FTE	Based on 35% service, acts as primary passenger relations contact; performs runs as scheduled; assists passengers as needed; and completes pre-trip/post-trip vehicle inspections.
Driver Trainers	3	Performs classroom training, documents each employee's training program, and assists with recruiting and hiring, BTW training, and follow up training.
Vehicle Maintenance		
Maintenance Manager	1	Key responsibility is for the quality and efficiency of maintenance. Ensures the vehicles are safe and well maintained so that our operators can deliver quality service to the customers. Schedules and administers fleet maintenance, assists in troubleshooting problems with equipment. Communicates availability of vehicles for service with dispatch and other operations personnel. Ensures that maintenance technicians are trained on current operating procedures, are properly equipped, and motivated so that the maintenance program can be accomplished in a safe, timely and cost effective manner.
Parts Clerk	1	Responsible for management of parts room, including proprietary maintenance systems.
Stores Clerk II	2	Responsible for the distribution of parts and maintenance of inventory and Spear 4i asset database.
Lead Technicians	3	Supervises the maintenance and repairs of vehicles, other vehicles and equipment to contract requirements in branch. Schedules and administers fleet maintenance, assists in troubleshooting problems with equipment. Communicates availability of vehicles for service with dispatch and other operations personnel. Ensures that maintenance technicians are trained on current operating procedures, are properly equipped, and motivated so that the maintenance program can be accomplished in a safe, timely and cost effective manner.
Service Island Attendant	3	Ensures correct recording of fuel consumption, fluids, mileage, vehicle condition
Interior Cleaning Coordinator	2	In addition to our 3rd party SBE vehicle cleaners, internal cleaning will be checked by in-house employees to ensure high quality.
Drivecam Manager	1	Oversight and management of the Drivecam system to ensure proper usage and follow-up
1st Class Mechanics	3	Identify and resolves mechanical issues. Perform safety inspections and ensure vehicles are in good repair in accordance with manufacturer, client, and First Transit standards.
2nd Class Mechanics	3	Preventative maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems.
3rd Class Mechanics	4	General preventative maintenance including tire repair and replacement, lube/oil/filter servicing, brake jobs and general minor maintenance repairs. This position may also include fueling responsibilities and assisting with inventory control.
Employee and Customer Relations	1	Leads internal outreach for customer service and employee relations, primarily through operational improvements to provide high quality.
Accounting Manager	2	Responsible for financial compliance and management for the contract, including oversight of payroll, A/R and A/P, Fare reconciliation and all things financial.
Human Resource Manager	1	Supervise all human resource aspects of the contract, to including recruiting and associated paperwork, benefits, and employee relations.
HR Clerk	1	Assist HR Manager in all HR aspects, with special focus on recruitment.

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Position	Number	Responsibilities of Each Job Category
Finance Clerk	1	Assist Accounting Manager on assigned duties, with special focus on reporting and invoicing.
Reconcilliationists	2	Manage the manifest reconciliation process utilizing window dispatchers, with direct responsibility of following internal company cash handling procedures regarding fares.

Minimizing Turnover

First Transit realizes that having a stable workforce and retaining key staff is critical to the efficiency and effectiveness of the project, and provides for a much smoother path to continual improvement in service quality. We believe employee retention will be achieved at MetroAccess through the following simple but effective methods:

- Immediate and constant communications with employees
- Competitive wages and benefits;
- A Stringent Recruiting process
- Clearly defined work rules;
- Consistent, fair treatment of all employees; and
- An open-door policy on the part of corporate, managerial and supervisory staff.

Wages & Benefits

As a national provider of services with existing operations in the region, First Transit understands the issues involved in employee retention. Our cost proposal includes what we believe to be a competitive compensation package, based on the current Collective Bargaining Agreement, that treats employees as the professionals we know they are, and enables them to provide for their families. Our standard benefit package reflects full compliance with the provisions of the Family Medical Leave Act, Workers Compensation requirements, and other statutory requirements for leave and benefits.

During the contract implementation period, we will further review current levels of benefits and make every effort to provide similar levels of compensation. First Transit's health plans include physician office visits, Wellness benefits, Voluntary Disease Management Program, vision care and discount program, dental coverage and an Employee Assistance Program.

Additionally, our benefit program includes: short term disability; long term disability; and accidental death and dismemberment insurance... At a time when many companies have substantially reduced or ceased to offer traditional benefit programs, First Transit has continued to offer our employees a wide range of benefits. The following benefits will apply to hourly employees working full-time.

- Health Insurance – Medical and Dental Health Plan.
- 401(k) Retirement – First Transit offers a 401(k) retirement savings plan.
- Vacation – One week paid vacation after one year of employment; two weeks paid vacation after three years employment; three weeks paid vacation after eight year's employment; four weeks after 20 years. Seniority for current employees retained will be honored.
- Paid Time Off – Eligible drivers have five additional days of discretionary paid time off.
- Six Paid Holidays – Eligible drivers receive holiday pay for the following six holidays: Christmas Day, New Year's Day, Thanksgiving, Independence Day, Labor Day, and Memorial Day.

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Although compensation and benefits are not the only reason an employee stays with First Transit, it is critical that we remain competitive in order to attract and retain the best employees for MetroAccess.

For more information on the benefit options that will be available to First Transit employees at WMATA, please see our Schedule of Benefits included as an **Attachment**.

Employee Handbook

As requested by the RFP, a copy of First Transit's Employee Handbook is included as an **Attachment**.

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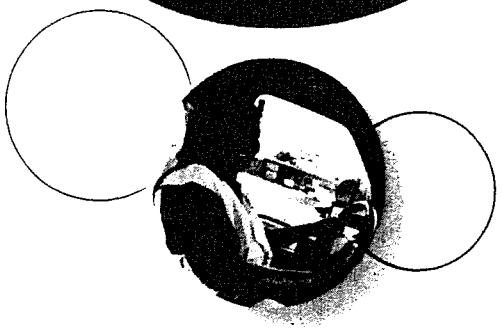
CDRL SD-5 Vehicle Operator Staffing Plan

CDRL SD-5 Vehicle Operator Staffing Plan



Vehicle Operators

After analysis of the information provided by WMATA, First Transit feels that we will need 294 full-time and 68 part-time drivers, to run the MetroAccess service, assuming that First Transit is running approximately 35 percent of the Service Delivery operations. If running approximately up to 50 percent of the Service Delivery operations, First Transit estimates we will need 425 full-time and 92 part-time drivers.

For information on the qualifications and hiring practices for drivers, please see the next section, CDRL SD-6 – Qualification Plans.

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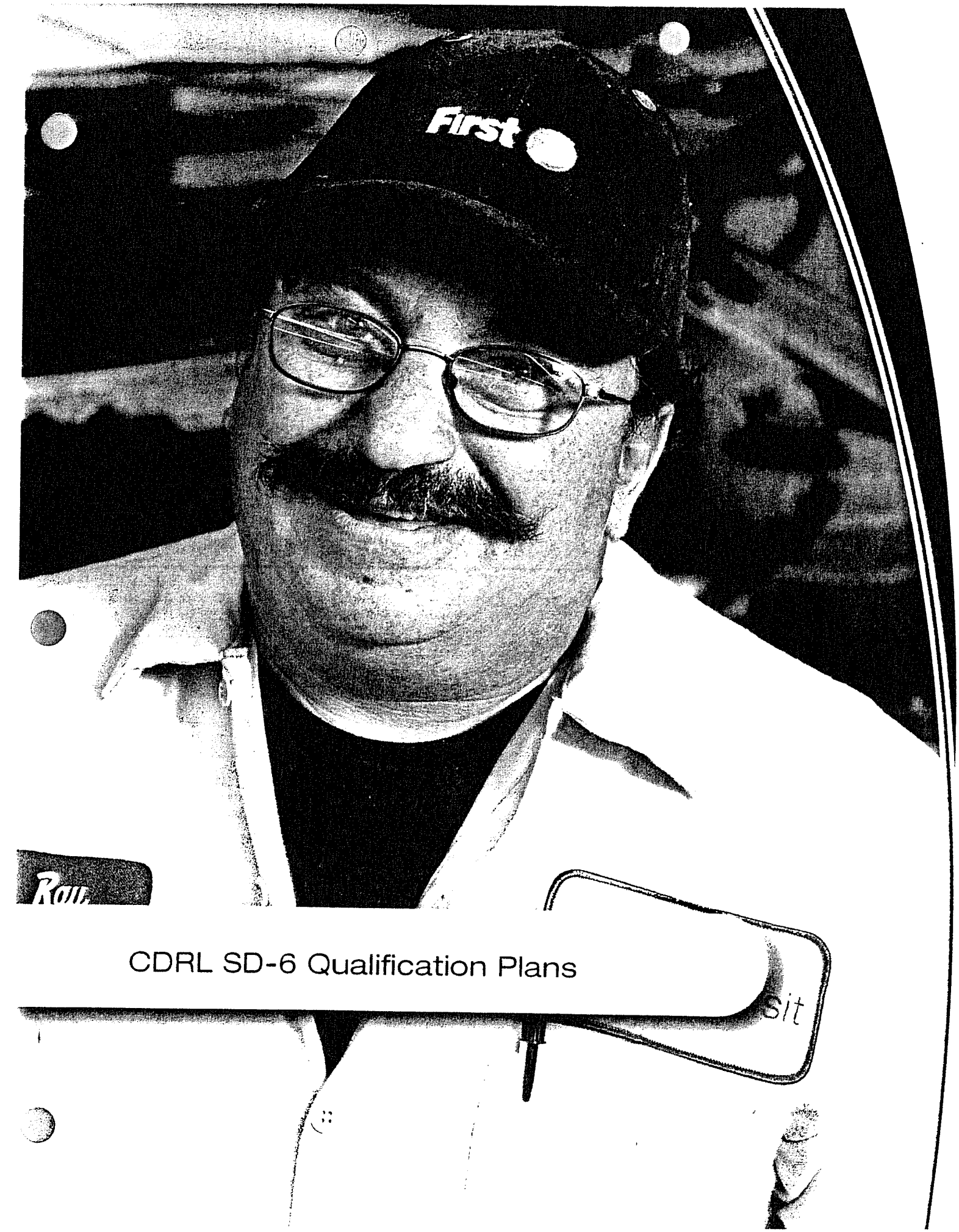

CDRL SD-6 Qualification Plans

- Interior and exterior signs on MetroAccess vehicles (subject to your approval)

Driver Minimum Hiring Standards Criteria

Equally important to attracting a qualified pool of applicants is making the right hiring decision. First Transit has developed many processes that include: 1) well-defined descriptions, 2) minimum acceptable hiring standards, 3) a wide array of selection criteria that assist to identify the best, and 4) a strict adherence to the process which makes it all work. The screening process starts with the basic hiring standards from First Transit and WMATA:

Motor Vehicle Record(s)

- Criminal History
- Drug Testing
- Federal Transportation Administration (FTA) / Department of Transportation (DOT) Required physical examination(s)
- Prior Employment History

What follows is general employment criteria considered by FGA for all positions where a Commercial Drivers License (CDL) is required.

Employment and Background	• Verification of the last Ten (10) years of employment and residency • Explanation for any gap in employment or residency exceeding thirty (30) calendar days
Motor Vehicle Record	• A valid driver's license in the state in which you reside • At least 21 years of age with a minimum of five (5) years of domestic driving experience • No more than two (2) moving violations within the past thirty-six (36) months • No more than (2) accidents (verified by corresponding violation or points associated with accident) within the past thirty-six (36) months • The ability to obtain a Commercial Drivers License (CDL) as required by the position
Criminal History	• Criminal conviction(s) involving one of the following may potentially disqualify you from employment opportunities with any FirstGroup America company: • Any crime against a child or vulnerable adult (i.e., disabled, elderly or infirmed) • Kidnapping / Abduction • Murder / Manslaughter / Attempted Murder / Vehicular Homicide • The possession, manufacture, cultivation, use or distribution of illegal substances or associated paraphernalia • The unlawful use, possession, distribution, disposal or alteration of a firearm or weapon • Any act of violence upon another individual • Theft, dishonesty • Any offense of a sexual or indecent nature including but not limited to the unlawful possession of publications and images, and/or downloading of such images for the managing and assessing of any website containing unlawful sexual content • Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) within fifteen (15) years
Drug Testing	• Applicants must pass a pre-employment drug screen
FTA and DOT Requirements	• The ability to pass an FTA/DOT mandated physical examination or an approved state-specific physical for non-DOT driving positions • The willingness to comply with FTA/DOT substance abuse regulations and

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testing requirements outlined in CFR 665 and CFR part 40

Please note that in some instances Additional Minimum Hiring Standards may be required due to State and/or Federal regulations.

Central Background Check Unit

Over the course of the last year, First Transit (First Group) has developed an entirely new industry leading employee certification and background check process that puts the primary review of all background records including Drug Screen results, MVRs, Reference Checks, and Criminal Records Check into the hands of our newly created Central Background Check Unit (CBCU) under the direct management of our National Vice President of Human Resources, along with HireRight, our third party background check vendor.

Centralizing the background check process allows greater efficiency, and ensures records are handled correctly and consistently by trained professionals who specialize in this area. The responsibility for the review and record interpretation process is shifted away from our local managers, and into the hands of a small group of highly trained professionals. This allows our local managers to focus on leadership and management in the project.

The CBCU evaluates all records including MVR, CRC, Drug Screen, SSN, residence and employment reference checks on the basis of the combined requirements of First Transit, local, state and national laws, and WMATA's stringent employment standards. Any potentially disqualifying record, discrepancy, or new finding is reviewed first by CBCU staff, and then by a committee of adjudicators to ensure the individual exceeds all minimum hiring standards.

At First Transit, we recognize that our best resources at any new location are the employees already proudly working there. The transition of these employees enhances our ability to provide a seamless transition and an experienced workforce. We have conservatively assumed approximately 95 percent of the current workforce will make the transition. Initial emphasis will be placed on recruiting existing employees.

First Transit realizes that stabilizing the workforce is critical to the efficiency and effectiveness of the start-up process, and eases the difficulty of transitioning from one contractor to another and makes efforts to retain as many of the current employees as possible (assuming they meet the hiring standards of First Transit and WMATA). It can be achieved through the following simple but effective methods:

- Immediate and constant communications with employees
- Competitive wages and benefits;
- Performance incentives based on attendance and safety;
- Clearly defined work rules;
- Consistent, fair treatment of all employees; and
- An open-door policy on the part of corporate, managerial and supervisory staff.

Drug and Alcohol Policy

First Transit supports a policy of a drug-free workforce. To implement that policy, First Transit has instituted a program of drug abuse education for employees that includes testing requirements for all employees and applicants for employment; consequences of positive results; and resources for employee assistance and rehabilitation. First Transit recognizes that its employees' use of illegal drugs and misuse of alcohol would present a significant risk to

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public safety as well as the employee's health and well-being. In view of this, First Transit has adopted a drug and alcohol policy designed to:

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

The policies and procedures included in First Transit's Drug and Alcohol Policy Employee Handbook conform to the current drug and alcohol testing regulations, including recordkeeping and reporting requirements of the U.S. Department of Transportation (49 CFR Part 40), DOT 49 CFR Part 29 (Drug-Free Workplace Act of 1988), and Federal Transit Administration (FTA 49 CFR 655) drug and alcohol testing regulations, as amended.

The Drug and Alcohol Policy can be found as an **Attachment a**nd includes the following:

- Drug and Alcohol Testing Procedures
- Pre-Employment Testing
- Reasonable Suspicion Testing
- Post Accident Testing
- Random Testing

Consequences

Any safety-sensitive employee who has a verified positive drug test result, and alcohol concentration, or refuses to submit to a drug or alcohol test (including adulteration or substitution) shall be:

- Immediately taken out of safety-sensitive duty
- Referred to a substance abuse professional for evaluation, education or treatment and provided educational materials or terminated at First Transit's discretion.

FTA regulations allow individual employers to determine the discipline to be imposed on employees who violate the FTA regulations or company policy. It is the policy of First Transit to terminate employees after the first offense. First Transit supports all federal, state and local legislation covering the use of drugs including improper use of prescription drugs and non-prescription medications and the misuse of alcohol in the workplace. First Transit warrants that our Drug and Alcohol Policy fully meets the requirements of the Federal Drug Free Workplace Act.

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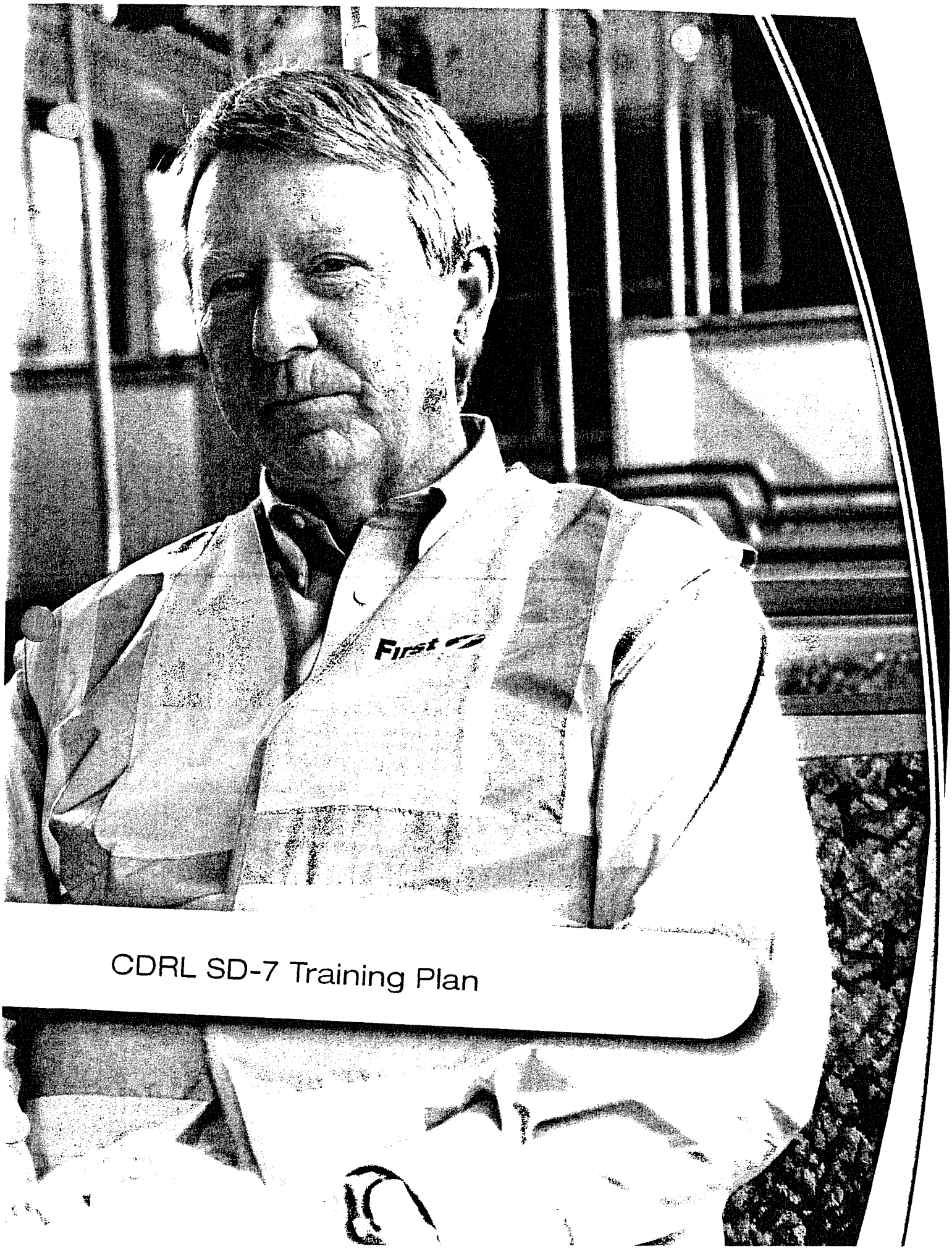
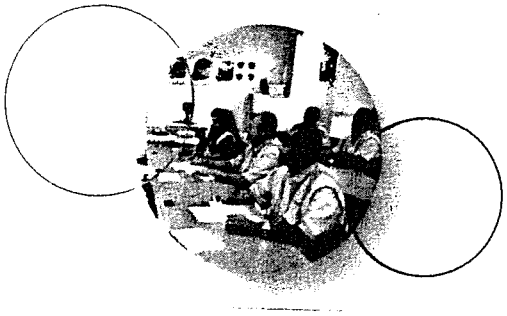


CDRL SD-7 Training Plan

CDRL SD-7 Training Plan



Driver Training Program

New Driver Training Modules

The training for new operators includes First Transit's comprehensive training program, as well as the requirements listed for training in the RFP. A new operator will receive a minimum of 65 hours of training. This includes training in vehicle maneuvering, passenger assistance techniques, regulatory issues, blood borne pathogens, hazardous materials, and ADA requirements.

Our operator training will include the following minimum components:

- Vehicle Operation/Orientation -(Includes training on vehicle orientation, safe vehicle operation, route and schedules orientation, and on-time performance.)
- Defensive Driving - (Training program must include the National Safety Council's (Smith System) defensive driving instruction.)
- Radio Use and Communications, MDCs
- Federal Drug & Alcohol Regulations
- General Vehicle Handling and Safety
- Customer Service
- Passenger Assistance Techniques
- Accident and Vehicle Emergency Procedures
- Basic First Aid
- Fare Structure and Collection Procedures
- Schedule Reading and Completion
- Sexual Harassment/Driver Conduct
- Passenger Relations
- ADA Requirements & Sensitivity Training - All operators must be trained to comply with Title II of the Americans with Disabilities Act (ADA) any additional ADA or Federal Transit Administration (FTA) training or testing that may be required by law.

The following minimum classroom and Behind-The-Wheel (BTW) instruction will be provided.

Training Mode	Level of Training
Classroom instruction – policies, procedures, defensive driving, vehicle code, vehicle operation and inspection, radio/ communication procedures, daily reports, fare media, emergency procedures, laws and regulations, report writing, passenger assistance and sensitivity	Minimum of 65 Hours

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Behind-the-Wheel training

Cadet training in revenue service (System familiarization)

All training, licensure, ride-along evaluations, physical results, drug testing and background/reference checks are documented on First Transit's innovative Web-based System Safety and Security Plan (SSSP) Operator Qualifications report. This online report allows project staff to check operators' qualifications. Only operators who have been trained and certified are allowed to operate a vehicle. This online report is a tool our managers use to plan and be held accountable for operator qualifications. Our regional management staff may also access this information for quality control and oversight purposes. Our instructors utilize our Driver Development and Safety Advantage Web system that includes all policies and procedures for employee training and management.

Certified Instructor Training Program

Our new instructor candidates are trained by First Transit Master Certified Instructors and Transportation Safety Institute (TSI) Certified Instructors. At this time, First Transit is the only contractor to use official USDOT manuals to have all First Transit instructors and bus operators certified through TSI. By incorporating this TSI training into our classrooms, we are meeting all industry standards.

During the instructor candidate training, the Master Certified Instructor conducts a review of all state laws, First Transit and WMATA (if applicable) policies and procedures, local policies and client-specified programs and requirements. The Master Certified Instructor also provides a review of the Behind-the-Wheel Manual, Classroom Manual and all DVDs. The instructor candidates must also complete the "What Makes a Good Presentation" program and the Safety Leadership course with a 90 percent or better grade on the final exams.

Instructors are trained using the same consistent standards across the country. The program for the selection, and training of new instructors was recently commended by the American Public Transportation Association (APTA) for the comprehensive way it screens, trains and evaluates new instructors.

In addition to completing the Certified Instructor Program, each instructor will also complete the Transportation Safety Institute (TSI) instructor-training program. First Transit's TSI Senior Associate Instructor certifies all of our instructors in TSI classroom training. In addition, our TSI Associate Staff Instructor fulfills similar training duties.

All TSI-certified instructors are registered with the Department of Transportation (DOT), which provides a level of regulation and compliance that is unmatched. First Transit is the only private contractor that can provide WMATA assurance that we are using the TSI program in the correct manner. We are the first and only company that has been audited by TSI, the training arm of the Department of Transportation, to verify our correct use of the program.

Classroom Training

Please see a sample classroom training program below.

Classroom Training	DVD / Video	Hours
New Hire Paperwork		0.3
Introduction / Class Rules	Welcome to First Transit	.5
IPP Program	First Group Video	.5

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Drug & Alcohol Policy		.5
Sexual Harassment		0.5
Bloodborne Pathogens	Bloodborne Pathogens	0.5
Basics of Safety	Basics of Safety	.5
Tour of operating base		1.0
Standard Operating Procedures		1.0
Orca	Power Point	1.0
CAD/AVL		1.0
Smith System Defensive Driving	The Drivers Edge	1.0
	Out Of Harms' Way	
	Reversing The Trend	
	A Better Way	
	The Critical Point	
	Street Smart	
Fare Structure and Fare Box Operation		1.0
CDL Section 11 & 12 & 13		1.0
Customer Service/Customer Relations	Have A Nice Day	7.0
	Customer Service DVD	
Safe Work Habits	Safety Overview DVD	0.5
Hazard Communications	Right to Know DVD	
Cone Course Instruction		0.5
Security Awareness	Warning Signs NTI DVD	0.5
Railroad Crossings	It's Your Choice Video	0.5
CDL Section 2		
Emergency Procedures, (coach evacuation included)	Disabled Vehicle DVD	1.0
Pre-trip Inspection	Pre-Trip Introduction	0.5
Extreme Weather Driving		0.5
ADA Requirements / Assistance for Elderly and Persons with Special Needs		1.0
Wheelchair Securement		1.0
Defensive Driving	Blindfold Effect Video	0.3
CDL Guide Sec 1,2,3,4,5		1.0
Final Exam		.5
End of Class Wrap-up		0.3
		25.0

The TSI/First Transit Classroom Training program covers specific topics that are essential to the development of our professional operators. The main objective is consistent throughout the program: prepare our new employees for success on the road. The 25 classroom training hours consist of the following modules:

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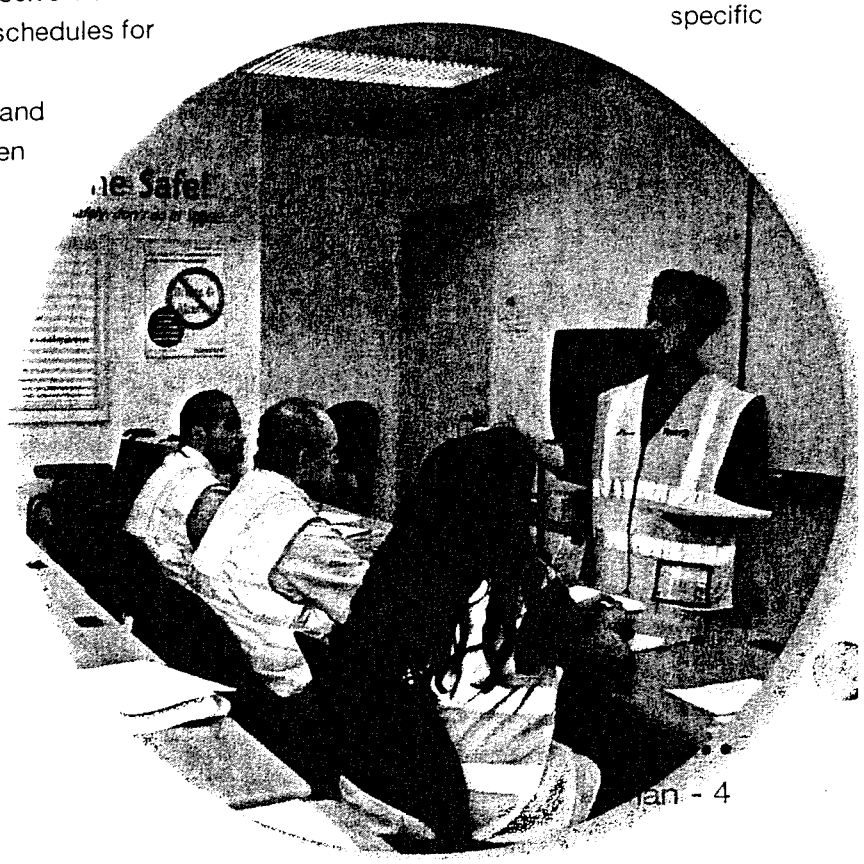
- Introduction to First Transit – How well the individual understands the organization and their role in the company will go a long way toward determining future success, so the trainee is introduced to First Transit and its history.
- Policies and Procedures – The trainee must understand First Transit and WMATA rules and procedures in order to be a successful member of the team.
- TSI / ADA Requirements – The trainee develops an awareness and understanding of the Americans with Disabilities Act (ADA) and applies it to his/her own job responsibilities.
- The Basics of Safety – This training module is geared toward the operator to help them understand safety requirements.
- Substance Abuse – During this section, trainees learn about the federal regulations pertaining to drug use and alcohol misuse in the transit industry.
- Security Awareness – We teach our operators what to do and how to recognize suspicious activity, packages and devices, and substances. Operators are instructed on threat and incident responses and gathering information. They also learn how to report an incident and inspect their vehicle.
- TSI's Assistance Guidelines for Elderly and Disabled Passengers – Assistance Guidelines for Elderly & Disabled Passengers (AGEDP) is a comprehensive training program that exposes our operators to sensitivity issues and encourages empathy.
- TSI's Passenger Relations / Customer Service – In addition to positive work attitudes, we teach our operators positive behavior with our passengers.
- TSI's Accident Procedures and Policies on Emergency Situations – Trainees learn how to handle emergency situations such as fires, passenger illness, threats of violence or robbery, and vehicle accidents.
- Schedules / Use / Scheduling – Safe, efficient transportation services cannot be provided if the operator is lost. As such, trainees receive instruction on how to read and use a map/schedule/headway sheet and how to read and use the schedules for specific routes.
- Radio Use and Operation – Radios and CAD/AVL system are the link between operators and dispatchers, so this section focuses on the components of the APTS, radio, FCC regulations, and basic operating practices that lead to professional communication.
- Pre-Trip / Daily Vehicle Inspection – Trainees learn how to conduct a pre- and post-trip inspection to ensure safe, efficient vehicles.
- TSI / Defensive Driving / Smith System – This course helps our



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trainees develop skills for safe driving.

- Required Paperwork – Trainees learn how to complete reports, time sheets and other reports they will be expected to use.
- Transit Violence, Prevention, Response, and Recovery – This course provides transit employees with the skills and knowledge to recognize, define and prevent violence. Furthermore, we provide guidelines of how to respond to violence along with the discussing the process of recovery.

We use lectures, TSI-provided CD-ROMs, DVD training videos, workbooks and role-playing to teach our new operators key skills. All trainees at the local level are given a certificate of completion from First Transit and the US Department of Transportation in:

- Vehicle Operations
- Accident and Emergencies
- Securement Systems
- Defensive Driving
- Customer Service

To receive their certificate, operators will be tested in each area and must score 80 percent or better on each test. They must also pass our System Safety and Security Plan final exam.

Behind-the-Wheel Hours

To become familiar with maneuvering vehicles through obstacles and road situations that simulate typical routes, operators will complete the following behind-the-wheel course. This module is designed to provide the trainee with the opportunities to enhance the skills learned on the closed course and to familiarize him/her with the service area. Road work training is done on a one-to-one basis (1 trainee: 1 trainer) and credited ONLY for the time the trainee is actually operating the vehicle.

In Units 1 and 2, our instructors take the trainees to a course with no public traffic, also known as a closed course. A series of maneuvers are set up to practice, for example, right hand turns. The trainees practice as a group with a certified instructor and are taught defensive driving, reference points and vehicle handling. When the closed course work is completed and the student becomes proficient, operators are then taken on the road in a one-on-one training situation: one student to one trainer.

All behind-the-wheel training occurs out of revenue service, meaning no passengers are on board. Loading zones, far side stops and access to buses is covered. The training also reinforces proper loading and unloading procedures, proper securement and restraint procedures, paperwork requirements, and service area characteristics.

Closed Course	
Pre-trip / Start-up and shut-down / Seats and Mirrors	4.0
Skill Course:	8.0
Serpentine Forward and Reverse	
Off set	
Left and Right turns	

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	Passenger stop
	Straight Line Backing
	Backing Lane Change Left and Right

	Closed Course Hours
	12.0
Road Work	
Pre-trip Evaluation	0.5
Driving Demonstration	1.0
Curb distance	0.5
Tail Swing	0.5
Zone work	1.0
Freeway travel	1.0
Railroad crossings	1.0
ADA procedures	2.0
Gillig Start-up and Pre-trip	1.0
Artic start-up and Pre-trip	1.0
Artic backing	1.0
Bicycle procedures	0.5
MetroAccess Routes and Procedures	3.0
County/City/State Procedures, Layovers and Routes	3.0
Final behind-the-wheel evaluation	1.0
Total Roadwork Hours	**18.0**
System Route Familiarization	**10.0**
Total Training Hours	**65.0**

After completing the behind-the-wheel training, the trainee must demonstrate that he or she has mastered the required skills by successfully completing a thorough Final Evaluation before progressing to cadet training. The safety of our passengers is our number one priority and 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

As the final step, the new operator completes their training with a certified cadet trainer in revenue service. It is usually handled 1 to 1 as the Cadet will be driving in revenue service with the senior operator or mentor. The trainee, under the direction of a qualified cadet trainer (mentor or senior operator) can demonstrate his/her abilities in assisting persons with disabilities and mobility devices. This training may include a minimum of 10 in-service training hours on transit routes that must be completed following successful completion of a final evaluation, and prior to a trainee being assigned a manifest and/or route on his/her own. During cadet training both the trainee and the trainer are to sign the Cadet Training Evaluation upon completion of Cadet training each day it is performed. Cadet training serves as an effective reinforcement tool because it is a transition from the training environment to the real world of operations.

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Refresher Training for Accident Prevention

Time produces a self-assured demeanor that often leads to relaxed attention to good defensive driving habits and, sometimes, customer indifference toward customers. If a driver approaches this point, it is important to provide refresher training to recapture the professionalism and attentiveness that a new recruit discovers and an experienced driver should never lose. Customer service comments training will be a minimum one (1) hour classroom instruction with a written test that must be passed with a score of 70% to be returned to revenue service.

The refresher training program is designed to address the particular weaknesses of the individual and, hence, may not be the same for all. Each driver is evaluated by a supervisor as well as evaluated through regular on-board ride checks to measure performance. On-board evaluations are followed by personal driver reviews, where programs for improvement and further skills development are mutually agreed upon between driver and the training supervisor. First Transit will conduct a minimum of 12 safety meetings a year for current and refresher training.

Performance Enhancement Training

In addition to the refresher training program, it may be necessary, periodically, to focus on particular performance areas affecting the entire organization. To address these issues, First Transit has initiated performance enhancement training programs such as the following:

- Smith System, a defensive driving program designed to increase employee awareness of a "space cushion" around the vehicle
- Make the Intersection Connection, a program developed by our corporate safety department to focus on eliminating incidents that commonly occur at intersections, such as pedestrian incidents.
- Customer training programs designed to focus on meeting customers' needs.
- Quarterly meetings in which a variety of topics and subjects are discussed, such as health tips, route and customer problems, employee commendations, collisions, incidents and injuries.
- Sensitivity or diversity training that exemplifies how First Transit embraces and values these differences as such relates to the workplace and marketplace.

Sensitivity/Passenger Assistance Training

First Transit utilizes the professional TSI modules for customer service, including sections on passenger assistance and ADA issues. The goal of this course is to familiarize staff with the legal requirements of the Americans with Disabilities Act as well as 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; and
- Service animals.

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This course is used extensively in our training sessions – not only initial driver training, but modules are used in supervisory and administrative staff training, refresher training sessions, and remedial training in response to identified service issues. The successful completion of this program is mandatory for all vehicle operators as well as for management, road supervisors, and dispatch personnel. All First Transit personnel coming in contact – either in person or by phone – with passengers will receive this sensitivity training. This training will be supplemented during initial and ongoing training sessions by presentations by local disability advocacy and training organizations.

DEFENSIVE DRIVING

As mentioned above, First Transit's preferred program of vehicle operator training incorporates the Smith System of Defensive Driving program. The focus of this class is hands-on, on-road learning in actual driving environments. We start with a brief classroom introduction and finish on the road. In the classroom, discussions and video presentations include:

- The common factors that cause collisions.
- The Smith System's "5 Keys to Space Cushion Driving."
- How the "5 Keys" can be used to avoid backing collisions.

The remainder of the session is spent in a vehicle, on the road; the best place in which poor driving habits can be identified and overcome. Students participate from behind the wheel and from their observation seats. During this segment, they learn how to:

- Use important traffic information to their advantage.
- Isolate and insulate the vehicle in traffic.
- Forecast the probable activities of other drivers.
- Reduce fuel consumption.
- Reduce vehicle maintenance costs.

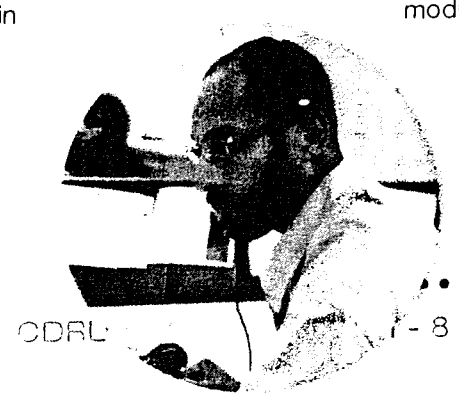
At the conclusion of the class, students receive a driving checklist, a backing pamphlet, "5 Keys" reminder sticker, and a certificate of completion.

More information on our training plan for operators has been included as an **Attachment.**

Training for Other Positions

Dispatchers/Customer Service Representatives Training

Dispatchers and transit supervisors are key customer service personnel and will, therefore be required to participate in driver training programs that will assist in their duties including service area familiarization, passenger assistance, and customer relation courses. Supervisory personnel will be included in modules concerning service area familiarization. Dispatchers will concentrate on customer service modules. In addition, our goal is to hire dispatchers with paratransit experience and who have worked at least six months as a driver. All dispatchers will receive in-depth training relative to record keeping and communication skills.



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Each new supervisor will receive a minimum of 16 hours of training and each new dispatcher will receive at least 40 hours of training. These positions are typically filled by promoting from driving staff, and training in communications, local geography, rider and operations policies, and vehicle familiarization will have been covered in driver training. Annual refresher training of no less than 6 hours a year will be provided.

All staff will concentrate on customer service modules. All dispatch and supervisory staff will receive in-depth training relative to effective record keeping, and communication skills and will receive extensive training on the use of radios and other necessary technologies.

Staff will be subject to written tests, supervisor observation, refresher training, and retraining in response to minor infractions. Dispatch/supervisory staff also receive training in Reasonable Suspicion for Drug and Alcohol Use, Hazard and Emergency Response, and Transit Bus Accident Investigation.

Our mentoring program supplements the formal Dispatcher/supervisor training by teaming driver/supervisors with senior staff – both on site in the dispatch and on the road – for a period of two weeks. Trainees are accompanied by senior staff in the performance of their duties to receive training and feedback on their skills.

Classification	Subject	Method	Time
A1	Role of Supervisor/Dispatcher (Supervisor 101)	PPT	1.0
A2	Leadership and Customer Service	PPT	2.0
A3	IP program- contact slips, intentions	PPT	0.5
A4	Conflict resolution CARE	DVD	0.5
A5.1	Documenting Discipline-	PPT	1.0

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Classification	Subject	Method	Time
A5.2	First Transit's CBA with the Teamsters- Sections where Supervisors have an impact	Discussion/ CBA	1.0
A6	Time Management / Prioritizing tasks	PPT	1.5
B1	Harassment in the Workplace	PPT	2.0
B2	FTA Drug & Alcohol Policy / Drug Testing / Types & When	PPT	1.0
B3	Reasonable Suspicion- FTA Requirements	PPT / Video	2.0
B4	ADA- Supervisor's Role in compliance with ADA	PPT	1.5
B5	FORM process (Work Comp- Supervisor's responsibility)	PPT	1.0
B6	BBP- exposure events	DVD, Discussion	1.0
C1	System Security	PPT (NTI)	1.5
C2	Emergency Management	PPT / Discussion	1.5
C3	SAS Alarms- protocol	Discussion	0.5
C4	Phone Protocol-emergencies	Hand-outs	0.5
C5	Bomb Threats	Hand-Out / Discussion	0.5
C6	Evacuations	Hand-Outs / PPT	0.5
D1	Collision investigation	PPT	2.0
D2	Proper Report Writing	PPT	1.0
D3	Bus assignments	PPT / Discussion	1.0
D4	Scheduling	PPT	1.5
D5	Setting Up detours	PPT / Discussion	1.0

On-the-Job Mentor Training

Once the employee has successfully completed the new employee orientation and technical training programs, he/she will be assigned to work alongside one of our designated mentor employees. Our mentor employees are selected based on their exceptional performance and demonstrated understanding of their particular job functions. The designated mentor will follow a trainer checklist to ensure that all on-the-job training is delivered in a consistent manner.

Staff Cross Training

First Transit learned long ago that successful management of a transit facility and requires flexibility. The General Manager and Operations Manager must have the ability to adjust staff positions to adapt to day-to-day circumstances. That is why all of our MetroAccess staff will be cross-trained in each other's positions. And all are trained as a customer service representative. This prepares us in advance to meet the needs of each department through sickness, vacations, peak times as well as disaster.

Customer Service Guidelines

First Transit has in place customer service training designed specifically to deal with situations similar to those faced by transit drivers. It provides in-depth instruction designed to help operators understand the part they play in providing and promoting public transportation. Training teaches operators the following:

- How and why to make customers feel welcome.

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- How to communicate positively and solve problems in an outcome oriented way.
- Why policies should be followed and how to make good decisions about exceptions.
- How to manage operational realities such as time pressures.
- How and why to establish appropriate, professional boundaries with customers.
- How to avoid and curtail emotional escalation, power wars and other unsafe behavior.
- How and when to seek assistance.
- How to interact with supervisors and co-workers in a mature and positive way.

Again, all First Transit personnel who will have contact with passengers will receive this training.

Drivers, supervisors, dispatchers or other personnel who are the subject of confirmed customer complaints are subject to one-on-one counseling; progressive disciplinary action (up to and including termination if deemed appropriate); supervisor ride-alongs/mentoring; and/or attending customer service training with a new drivers' class as appropriate.

Customer Service Plan

First Transit draws on its experience in developing effective customer service programs. The rider is the most important person in our business and the very reason we are in business. When they provide input we listen – whether their input is a suggestion, complaint, or commendation. We take their input seriously and use this information to improve the service we provide. In order to maximize customer satisfaction, we incorporate the following "customer rights."

- The customer receives prompt, friendly, courteous service and accurate information.
- The customer receives a smile and thank you.
- The customer is treated with respect and dignity, care and compassion.
- The customer has the right to depart with minimal waiting time.
- The customer will be kept informed during service delays and handled with extra care in these circumstances.
- The customer will receive prompt answers to his/her questions.

We achieve this goal by promptly following up on any customer feedback. Suggestions, as well as complaints, are very useful in upgrading our quality of service. All comments are responded to promptly and courteously. The Customer Service process includes the acceptance and identification of customer comments forwarded by WMATA, investigations and response, tracking, and follow-up observations of all our transportation operations.

Proactive Customer Response Action Plan

All customer service feedback is responded to promptly and courteously. Customer comments are generally received from the following sources: telephone, written, personal contact and surveys. The objective of the customer contact program is to be responsive to the needs of the public and to satisfactorily resolve each individual complaint based on its merits, and to do so quickly.

Each complaint received from MetroAccess customer service staff will be investigated and responded to within five working days. Critical complaints will be investigated and responded to within 24 hours. Any complaints received directly by our project staff will be forwarded to MetroAccess and then promptly investigated and responded to

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within the guidelines noted above. The opinion of the passenger will be considered carefully in resolving problems or disputes.

Through response to customer feedback, our flexibility and desire to satisfy the customers' needs will constantly enhance the service we provide. We will remain innovative in our approach, constantly seeking ways to improve the tasks at hand. Cost reduction and cost prevention efforts will be a high priority for each employee. We will endeavor to minimize expenses without sacrificing safety or the high quality of service that MetroAccess ridership has every right to expect.

Management Training

First Transit provides our management and supervisory staff with a great deal of training designed to hone their transit-related and non-transit related managerial skills. The training is available in a number of different formats and is geared toward both the brand new supervisor and the seasoned transit manager. The managerial training provided by First Transit includes the following:

First Transit University

There are few who will debate the fact that one of the greatest investments a company can make is in the training and development of its employees. From improved operational efficiencies to higher employee morale, this investment can be a key ingredient to a company's long-term success and as such First Transit University (FTU) was born.

For years the company had been committed to providing FTU training to our front-line supervisory and management staff. First Transit has re-focused the mission and standards of FTU – to create a learning organization where employees continually expand their individual capacity to deliver results, where innovative thinking is encouraged, and where the collective experiences of our staff are harnessed and shared across the group.

The foundation of this new FTU will be the Leadership Workshop whereby attendees encounter two intense days of leadership and management training under the renowned and well regarded programs of – Coach4Success, Situational Leadership and PAR. From learning about different management styles to developing change management and coaching techniques, attendees walk away with a stockpile of new ideas to managing their day-to-day job responsibilities. Other FTU offerings will be:

- Frontline Manager Training – Specifically designed for new or prospective Contract Managers, this program offers training in all functional areas of the position, such as Accounting, Finance, Human Resources, Safety, Maintenance, etc. There is also an emphasis on the importance of how to work as a team and the team's roles and responsibilities regarding safety, customer satisfaction, public perception, and overall quality assurance.
- Managers' Meeting – On a regular basis, we bring our Region General Managers, select Assistant General Managers and Region Vice Presidents together for a conference that includes operational, technical and leadership training. The sessions generally focus on issues facing the transit community, including: safety, passenger relations, customer satisfaction, labor relations, environmental compliance, preventive

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maintenance, ADA compliance, and other federal regulations. At our last managers' meeting, topics included personal injury prevention, accident reduction, safety program updates, and employee retention strategies. These meetings are a great opportunity for managers to take advantage of the information and experience that is available throughout our wide network of region transportation locations.

- Technical Training – First Transit managers and supervisors are also encouraged to take advantage of technical training opportunities. For maintenance employees, this includes on-site and off-site training offered through vendors and vehicle parts manufacturers such as wheelchair lifts, air conditioning systems, engines, and brake systems.
- Future Program Offerings – As this will be an ever-evolving learning mechanism within our organization, future offerings will include – Executive Training and Development, Monthly Training Webinars, Self-Lead Training, Tuition Reimbursement, Mentor Programs, etc.

This is an exciting time for First Transit and First Transit University. Only through this enhanced focus on training and development of our most precious asset can we truly maintain our position as an industry leader and become an Employer of Choice.

Managers' Meeting

On a regular basis, we bring our General Managers, select Assistant General Managers and Region Vice Presidents together for a conference that includes operational, technical and leadership training. The sessions generally focus on issues facing the transit community, including: safety, passenger relations, customer satisfaction, labor relations, environmental compliance, preventive maintenance, ADA compliance, and other federal regulations. At our last managers' meeting, topics included personal injury prevention, accident reduction, safety program updates, and employee retention strategies.

These meetings are a great opportunity for managers to take advantage of the information and experience that is available throughout our wide network of transportation locations. Another important goal of the meetings is to ensure that our managers are aware of all of the different types of support that is available to them and their transit systems through our corporate office and customer support staff.

Technical Training

First Transit managers and supervisors are also encouraged to take advantage of technical training opportunities. For maintenance employees, this includes on-site and off-site training offered through vendors and vehicle parts manufacturers such as wheelchair lifts, air conditioning systems, engines, and brake systems. Our comprehensive training programs have an overriding theme of continual improvement. This theme empowers employees to provide better service, seek improvements to processes and work together to achieve a high quality, high integrity service.

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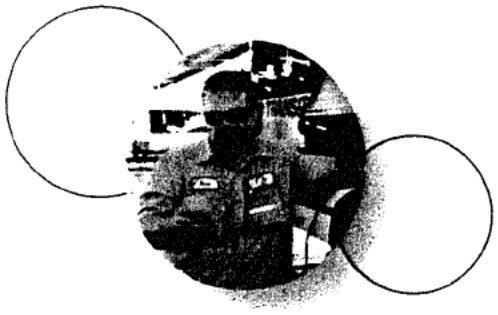
CDRL SD-8 Maintenance Staffing Levels

CDRL SD-8 Maintenance Staffing Levels



Maintenance Program

Staffing

First Transit will utilize the considerable skills of our Maintenance Manager, [redacted] and depending upon the percentage of the service First Transit operates, also Maintenance Manager [redacted] to supervise the maintenance of the buses used for MetroAccess services. The Maintenance Manager(s) will directly supervise the technicians who will be responsible for maintaining these vehicles. In addition, we will also hire maintenance staff to be responsible for the detailed cleaning of the buses as well as to provide for most of the cleaning and maintenance of the maintenance center. Adjustments to staffing levels will be made as necessary to accommodate the changes in the volume of the MetroAccess service. After our analysis of staffing levels, we recommend, assuming a 35 percent First Transit operation of service, that we will need one maintenance manager, five first class mechanics, five second class mechanics, five third class mechanics, five master mechanics, a maintenance and accounts payable clerk and a parts clerk,

Level of Expertise

We understand our role required by WMATA for provision of MetroAccess Paratransit services, and will take the perception of our operation as seriously as operating the service. To achieve the goal of maintaining a positive image for the system, it will be imperative that vehicles be well maintained – minimizing any potential for breakdowns. To build customer ridership, service must be dependable, clean and comfortable. We have demonstrated our commitment to providing this high-quality level of service throughout our numerous national contracts and in other projects in the State of DC, Maryland and Virginia, Maryland and DC, and will implement this commitment into the new contract. First Transit's proven maintenance practices produce efficient, cost-effective, safe and clean vehicles and will accommodate all requirements for vehicle and facility maintenance as outlined in the current RFP.

We have extensive experience in maintaining all makes and models of transit equipment in many different applications, which we will continue to put forward toward the maintenance of transit vehicles for MetroAccess services. For the vast majority of the 230 transit contracts under which we operate, our staff is responsible for the oversight and/or provision of vehicle maintenance services. We draw on this experience for our maintenance response to the MetroAccess fleet. We also draw on our experience managing and operating large transit facilities.

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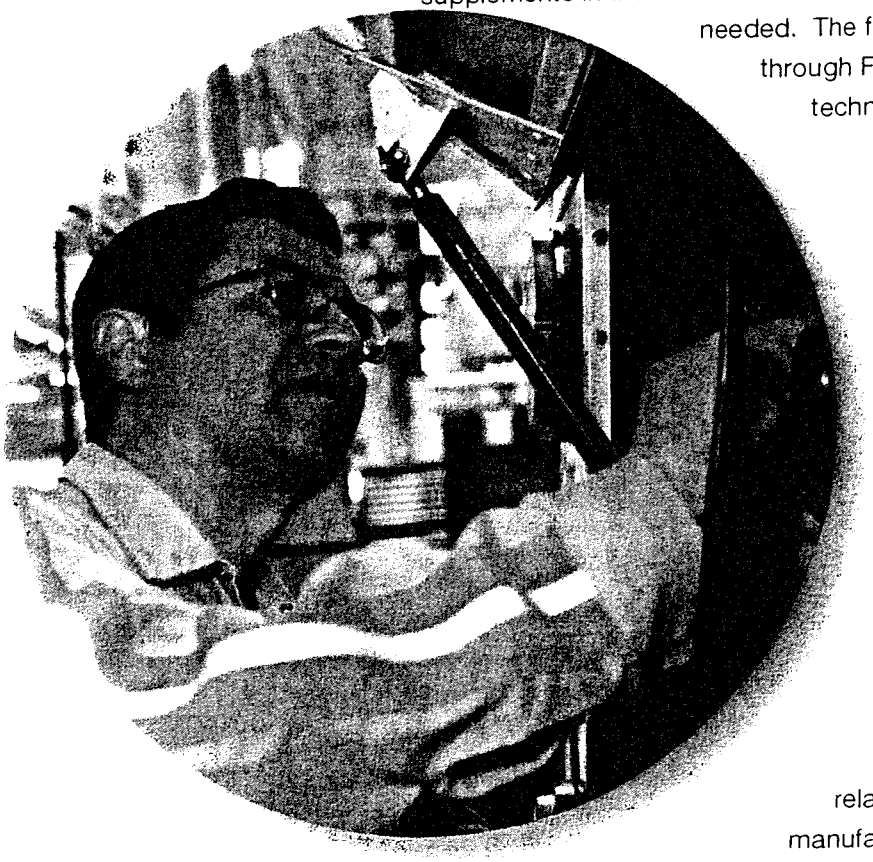
Maintenance Training

First Transit will provide training to ensure that all maintenance employees are fully trained in the repair of all vehicles in service. Any employees requiring supplemental training shall be provided such training at First Transit's expense. First Transit shall maintain current documentation of individual maintenance employee training and performance. It is a First Transit Corporate policy that each maintenance employee receives 40 hours of training every year. It is our experience that they receive on average much more than that. We offer our employees many opportunities to advance their career through knowledge.

The Region Maintenance Manager will monitor the progress of the staff and provide training supplements in the form of additional training materials or face-to-face training as needed. The following list reflects training available through First Transit staff. First Transit trains its technicians in three ways:



- On Staff Trainers
  - First Transit has six full-time roving trainers versed in all aspects of vehicle maintenance that will visit the sites and deliver customized training for the location's needs.
- Web Based Training
  - First Transit uses an interactive website that can deliver many different training modules to our technicians. The website will give a lesson plan, deliver the class, give a test after the module is complete and track the technician's progress.
- Vendor Training
  - First Transit has relationships with many OEM and component manufacturers to give training classes on their products.

ASE Certification

It is First Transit's policy to institute and support programs that reflect our high level of quality service and a commitment to excellence. The Automotive Service Excellence (ASE) Certification is widely recognized in our industry and is a symbol that demonstrates this high level of quality service and commitment to excellence. First Transit recognizes ASE certification as a vital part of Technician development and authorizes ASE Premium Pay for successful ASE Certification. All First Transit

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Technicians are eligible for the program unless prohibited by a location's CBA. The First Transit program is designed around the ASE Automotive and Medium/Heavy Truck series.

Automobile Series Tests	Medium/Heavy Truck Series Tests
• A1 Engine Repair	• T1 Gasoline Engines
• A2 Automotive Transmission /Transaxle	• T2 Diesel Engines
• A3 Manual Drive Train and Axles	• T3 Drive Train
• A4 Suspension and Steering	• T4 Brakes
• A5 Brakes	• T5 Suspension and Steering
• A6 Electrical/Electronic Systems	• T6 Electrical/Electronic Systems
• A7 Heating and Air Conditioning	• T7 Heating, Ventilation, and A\C
• A8 Engine Performance	• T8 Preventive Maintenance Inspection

Compensation Program

The two tests series are classified into primary and secondary test series for the purposes of compensation, based on the majority type of the vehicles in the fleet where the employee works. If the shop has a majority of light duty vehicles, then the "Automotive" will be the First Master (Primary) test group and the primary hourly bonus rate will apply. If the shop has a majority of heavy duty transit vehicles, then the "Medium/Heavy Truck" will be the First Master (Primary) test group for the hourly bonus pay.

The Region Manager of Maintenance will make the primary and secondary classification for each location. Once an employee is Master Certified, they will receive an additional hourly bonus (see table below). For those who wish to complete both test series, the second test series will be the Second Master (Secondary) group for the annual bonus pay. For employees who have passed tests from both series, the bonus rate from the First Master (Primary) will be used for the primary tests passed and the Second Master (Secondary) bonus rate will be used for the tests passed from Second Master. As long as each of the approved certifications is kept current, an individual is eligible for the hourly bonus. If an employee lets a certification or master rating expire, then the hourly bonus will be decreased by the appropriate bonus rate.

First Master (Primary)	Number	Hourly Bonus	Annual Bonus
Bonus for Tests Passed	1	$.15	$312.00
Bonus for Tests Passed	2	$.30	$624.00
Bonus for Tests Passed	3	$.45	$936.00
Bonus for Tests Passed	4	$.60	$1248.00
Bonus for Tests Passed	5	$.75	$1560.00
Bonus for Tests Passed	6	$.90	$1872.00
Bonus for Tests Passed	7	$1.05	$2184.00
Bonus for Tests Passed	8	$1.20	$2496.00
Additional Bonus for Master Certification		$.15	$312.00
Bonus for All tests and Master Certification		$1.35	$2808.00

Second Master (Secondary)	Number	Hourly Bonus	Annual Bonus

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Second Master (Secondary)	Number	Hourly Bonus	Annual Bonus
Bonus for Tests Passed	1	$.05	$104.00
Bonus for Tests Passed	2	$.10	$208.00
Bonus for Tests Passed	3	$.15	$312.00
Bonus for Tests Passed	4	$.20	$416.00
Bonus for Tests Passed	5	$.25	$520.00
Bonus for Tests Passed	6	$.30	$624.00
Bonus for Tests Passed	7	$.35	$728.00
Bonus for Tests Passed	8	$.40	$832.00
Additional Bonus for Master Certification		$.05	$104.00
Bonus for All tests and Master Certification		$.45	$936.00

In order to be eligible for the ASE premium, the employee must present the ASE certificates to the Region Maintenance Manager.

TRANSIT BUS TEST SERIES

The Transit Bus Test series is a new test category designed to test the knowledge of the technicians' skills that are necessary to diagnose, service and repair various systems on transit buses.

TRANSIT BUS SERIES TESTS

- H2 Diesel Engines
- H4 Brakes
- H6 Electrical/Electronics Systems
- H7 Heating, Ventilation and A/C

Any employee who takes the Transit Bus tests will be eligible for the Registration and Test Fee reimbursement and incentive premiums. Employees choosing to take the Bus series will substitute bus certifications for heavy duty truck certifications. First Transit will pay for either heavy duty or bus certifications but not both. A combination of heavy duty and bus certifications is required to achieve master status.

Blue Seal Certification Program

Technicians who have ASE Certifications at a location that receives the ASE Blue Seal Designation will receive an additional $.15 per hour. A maintenance manager either will receive a $2,000 annual bonus or will receive the same $.15 per hour as the technicians.

First Transit will reimburse technicians for each test passed from the approved list of tests, or the Region Maintenance Manager may elect to enroll the employee online. Once employees pass the test, they are eligible for reimbursement from First Transit. If an employee fails the tests, the registration fee and the test fee will become a payroll deduction. A deadline will be set by the Region Maintenance Manager as to when all certifications are to be presented back to the office. If the deadline is not adhered to, then First Transit will assume the test failed and the payroll deduction will ensue if the employer enrolled the employee.

If the technician pays for the registration and test fee, reimbursement will be issued once the proof of pass/fail status is submitted. For reimbursement purposes, a copy of the registration receipt and test

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results must be submitted. When the documents are received they will be submitted to the payroll department for a non taxable income reimbursement.

This policy outlines First Transit's present ASE Bonus Program. As circumstances change, the company may revise, supplement or delete any terms of this Program.

Scope and Frequency of Maintenance Activities

A Preventive Maintenance (PM) program, as described in Section 2.6.z. of the current RFP, must endeavor to minimize equipment failure by maintaining a constant awareness of the current condition of the vehicle, and by correcting developing defects before they become serious. Please see more detailed information on our Preventative Maintenance Plan in Question 2. We analyze key components and system repairs tracking reoccurring repairs to determine a need to adjust our approach during the preventive maintenance inspections and replace or repair components based on historical failure rates prior to their anticipated failure. An appropriate preventive maintenance schedule that is reliably performed is one that has been adjusted and monitored to ensure that minimal defects are likely to develop between inspections. The process for controlling the performance of the preventive maintenance program takes place with Maintenance Manager and shift supervisor reviewing PM compliance performance, worker accountability and productivity, and rising defect trends.

Passing Department of Transportation (DOT) and State of Maryland, Virginia and DC inspections clears minimum safety and maintenance hurdles but does not necessarily comply with the general goal that vehicles be maintained in "good and safe" condition. These inspections may screen out vehicles which are grossly inadequate for the needs of the operation.

Some parameters involved in the PM program are as follows:

- A well trained and organized shop should spend approximately 75% of its labor hours performing scheduled maintenance and approximately 25% of its labor hours performing unscheduled maintenance.
- The quality of the preventive maintenance service performed by the mechanic is just as critical as on-time completion. Safety of revenue equipment is the guiding principle in preventive maintenance.

Adherence to Manufacturer's Specifications and Standards

First Transit maintains more than 8,000 vehicles nationwide. We have extensive experience in maintaining all makes and models of transit equipment in many different applications and look forward to applying these methods in our maintenance of vehicles for MetroAccess services. First Transit's proven maintenance practices produce efficient, cost-effective, safe and clean vehicles and will accommodate all requirements for vehicle and facility maintenance as outlined in the RFP.

At each of our maintenance facilities, we provide trained staff to ensure the availability of sufficient revenue and support vehicles for the provision of daily service. Staff receives training specific to the vehicles operated including ongoing training. Our shops are fully equipped with the necessary tools, diagnostic equipment, lifts, and parts to enable timely preventive maintenance and vehicle repair.

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Vehicle cleaning services are conducted at our locations through various means (in-house or contracted).

First Transit abides by the following guiding principles for successful maintenance:

- The most cost effective and efficient approach to maintenance is to make every repair according to OEM (Original Equipment Manufacturer) standards. Cutting corners or deferring repairs will only increase costs and cause additional problems in a maintenance department.
- Preventive maintenance is the backbone of a good maintenance program. We have spent hundreds of hours developing and improving our standard preventive maintenance program; this is an on-going process.
- The use of well-trained and skilled technicians' leads to accurate problem diagnosis, reduced repair costs, and increased vehicle availability.
- Complete and accurate records of all maintenance activity enable rational and logical decisions regarding fleet vehicles and equipment to be made.
- Timely and accurate progress reporting permits management to assess performance.
- Empowering each employee with the responsibility for quality control, improves the employee's morale and productivity, increases the drive for quality of work, and reduces the occurrence of repeat repairs. All of which result in increased fleet vehicles and equipment availability.
- Clearly stated performance standards establish shared quality expectations and serve as a guide for management.
- Tracking inventory by individual part and individual repair effort, results in proactive inventory management and historically based inventory stock levels.

First Transit uses proven maintenance practices based upon OEM standards and also encourages our technicians and managers to suggest innovative ideas for improved safety and performance. After testing and acceptance in real world situations, these innovations are then incorporated into our maintenance philosophy and adopted throughout the company. Our well-trained, professional employees have helped mold our principles, standards and procedures.

Vehicle Body Repair Program

In addition to First Transit's preventive maintenance program, our total maintenance program includes all other general repair work. All repairs are performed in a manner consistent with industry standards. First Transit will use authorized warranty service providers during any effective warranty period, to perform the following vehicle maintenance and repair activities, including the following:

- Plan and schedule all maintenance actions to ensure minimum vehicle downtime;
- Diagnose maintenance and repair needs;
- Perform required maintenance and repair;
- Ensure that maintenance and repair actions are performed in a safe, reliable, and cost-effective manner; and
- Accomplish maintenance and repair actions with maximum productivity and quality of work.

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Should there be a specific repair need that we are not capable of providing on site, a qualified local vendor will be selected to perform the service. Maintenance vendors must be able to provide maintenance in compliance with industry best practices, warranty requirements, and First Transit standards. Vehicles sent to outside vendors for repair will be inspected by First Transit maintenance staff prior to being placed into revenue service.

First Transit has a zero tolerance graffiti removal and cleaning program.

Painting

First Transit will subcontract and ensure environmental compliance for body repair and paint work orders. In many of our operations we subcontract body repair and painting, typically with a locally owned and operated, dependable, and cost-effective shop.

Graffiti and Bus Exterior Repair

First Transit instills in our operations and maintenance teams an attitude of customer service that includes the provision of well maintained, clean, and graffiti free vehicles.

Drivers are instructed when they perform both pre-trip and post-trip inspections to document their discovery of dents, scratches, and graffiti that mar the appearance of the operations and maintenance transit vehicles. Any such blemishes will be noted on the electronic inspection reports for communication with our maintenance department. First Transit will comply with all RFP requirements concerning graffiti and vehicle appearance.

First Transit is fully committed to upholding the high standards of our clients as well as our own. We understand that a clean, graffiti-free bus conveys to our riders, not to mention our operators, our concern about them. As graffiti is a significant issue and when it occurs, we will attack it as a team with dedication and pride as we have proven in any of our services.

Fleet Assessment and Quality Control

Fleet assessment is ongoing and addresses the condition of individual vehicles in the fleet. It is First Transit's company policy that our Maintenance Manager will re-inspect up to ten percent of all PM inspections. The assessment includes an evaluation of the condition of the vehicle and the identification of any maintenance activity required to bring the vehicle into compliance with state-of-readiness and generally accepted fleet standards. We have forms and procedures in writing to facilitate and organize this process.

This re-inspection also serves as an opportunity to provide feedback to technicians regarding the quality of the work they are performing. In addition, the Maintenance Manager facilitates a major vehicle mechanical condition inspection and assessment for the operations and maintenance transit fleet on an annual basis.

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Through the use of both the driver pre-trip inspection process and management review, First Transit will ensure that all operations and maintenance transit vehicles placed into service comply with all applicable state and federal laws for commercial vehicles carrying passengers in Virginia, Maryland and DC.

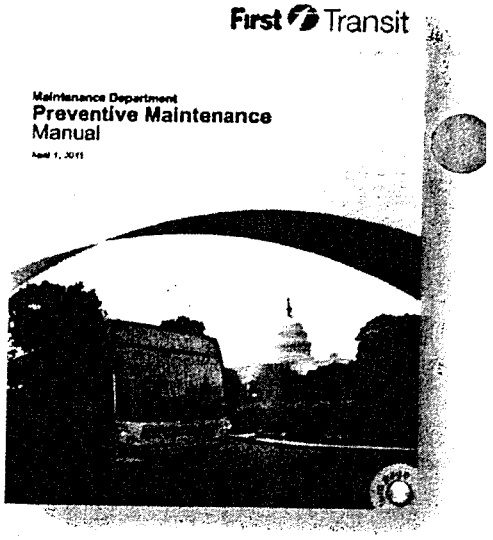
First Transit's Maintenance Manager and General Manager will take a direct interest in and responsibility for the appearance of the operations and maintenance transit fleet. All body damage, interior and exterior, is reported by the Maintenance Manager to the General Manager, who will personally inspect the fleet. The purpose of this process is to not only to identify specific items in need of attention, but also to lend high profile attention to fleet condition.

A First Transit Director of Safety and Security or Director from our corporate maintenance staff will perform an annual shop audit. This audit and the maintenance program update will ensure our compliance with contractual requirements, First Transit maintenance standards, and local, Virginia, Maryland and DC, and federal regulations. This audit will be performed annually with a 90-day follow up inspection.

First Transit welcomes periodic inspections, with or without prior notice, of the MetroAccess fleet and/or First Transit maintenance records and procedures, from authorized representatives of WMATA.

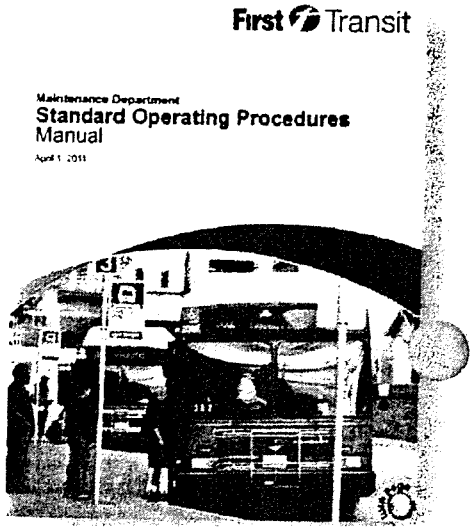
The First Transit Maintenance Manual (TM)

The First Transit Maintenance Manual was developed to ensure a uniform approach across First Transit that all repairs at the location are performed to the highest standards. The TM outlines all of First Transit's policies and procedures, and the proper way to identify, and repair the vehicle.



The TM is divided into vehicle systems for quick reference. The manual also goes step by step through the preventive maintenance inspection process, detailing what the technician should be looking for, and how to make the proper repair.

The manual is to be used in conjunction with the OEM specifications to ensure all repairs meet or exceed DOT standards. Each location will be given an updated copy of this manual, and it will be used as a reference guide for the technicians while performing inspections and repairs. This manual will also be incorporated into the new hire training and orientation.



Standard Operating Procedures (SOP's)

First Transit has developed and released several standard operating procedures over the past six months to assist the location managers to maintain vehicles to a higher standard. Each location is notified when a

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new standard operating procedure is released via email, and a copy is also posted on our internal maintenance website. All SOP's are reviewed with the location in detail prior to implementation. A few examples of standard operating procedures recently released are:

- Steering Alignment Procedure
- Wheel Torque Policy and Procedures
- Preventive Maintenance Inspection Procedure
- Wheel Inspection, Installation and Appearance

Record-Keeping

As its platform for vehicle maintenance files, reporting, and supervision First Transit uses the Firstbase Maintenance Information System, which is a proprietary, state-of-the-art system with impressive capabilities. Firstbase captures and supplies critical data to support management decisions, such as establishing an equipment replacement program. First Transit will maintain both Firstbase and MetroAccess' current record-keeping system.

Good maintenance management decisions are based on accurate and reliable information. To ensure accurate and reliable data, we looked for a computer-based equipment management system that was designed to enhance equipment management capability. In addition, First Transit needed a system that would focus on information properly structured to improve the quality and productivity of equipment services. Our search was successful and we acquired and tailored the Firstbase Maintenance Information System.

The following design characteristics of Firstbase make it especially responsive to the needs of both First Transit and WMATA. It is a fully integrated system that will simultaneously track and monitor the following.

- Preventive maintenance
- Repairs
- Parts inventory
- Technician productivity
- Vendors for outside repair
- Fuel and oil consumption and efficiency
- Overhead costs
- Personnel and time sheet records
- Data validation checks at data input
- Status reporting
- Completed work orders
- Work orders in process
- Delays and reasons for delays
- On-line query capability for all data fields
- Tailored reporting
- Customer-aggregated summary reports
- Exception reports
- Electronic data transfer capability of electronic fuel data to the system's vehicle history files.

The design philosophy behind the system is simple: the computer is used as a tool to accept and edit raw data and to produce displays and reports. This information gives all levels of management the information needed to plan for future needs and to successfully manage fleets on a timely basis.

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Firstbase provides well-structured management information to facilitate good decision-making, to support decisions with proper data, and to demonstrate positive results. The system produces more than just reports of cost and past events. The system has been designed to be people-oriented and people-responsible.

The system's analytical reports include multiple levels of reporting. The system has been designed to produce concise and complete reports that will aid line and management personnel in performing their duties. The lowest level always contains the supporting detail. The next level of report is a summary designed for line management and a third tier of reports supports higher-level management.

The Maintenance Manager reviews each report and compares the statistics to other locations and compares the data to the locations history to look for trends. The trend analyses serve many functions. It gives us feedback on our PM program, to ensure timeliness and quality. We monitor inventory variances, personnel levels, training and productivity. These benchmarks are not used to punish the manager for bad results, but to encourage the manager to report real numbers so we can send the corporate support necessary to correct any maintenance deficiency.

All road calls are also entered into the web site database. Reports can be generated from the database that will spot problematic systems, repeat repairs, problem operators, problem buses and miles between road calls for each vehicle. The management information system reports that First Transit has access to include the following.

- Monthly preventive maintenance reports
- Total maintenance costs to date; time to process, entry to completion of work on vehicle
- Special billing reports
- Number of work orders
- Number of service calls
- Number of vehicles receiving PM
- Downtime by vehicle category
- Total cumulative and detail records of all subcontract work
- Summary and detail reports on work orders
- Exception reports
- Inventory analyses
- Work analyses
- Employee performance measurement
- Vehicle replacement analyses and recommendations
- Development of vehicle and equipment specifications

First Transit administrative personnel prepare data for entry, perform data entry for the Firstbase system, conduct analyses and generate reports.

Fleet Performance Reporting

Firstbase can also generate real-time, on-screen reports in several industry-standard categories, such as cost per mile and fuel consumption. The application can also generate reports on such categories as costs per vehicle, driver, location, and equipment type. These reports are also an essential tool for planning vehicle lifecycle optimization and replacement timelines.

With its comprehensive range of reports and capturing of all critical fleet data, Firstbase is an indispensable part of First Transit's turnkey fleet management services.

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Benchmarking

At the close of every month, the maintenance department reports over 30 performance statistics. These numbers are entered into a database so the results can be analyzed. To identify trends, we compare the numbers with previous months. We then compare the numbers to the performance at other locations to see what improvements can be made. The purpose of this exercise is to identify problems early so we can identify the resources needed to correct a potential problem before it affects the operation.

Maintenance Training

First Transit will provide training to ensure that all maintenance employees are fully trained in the repair of all vehicles in service. Any employees requiring supplemental training shall be provided such training at First Transit's expense. First Transit shall maintain current documentation of individual maintenance employee training and performance.

It is a First Transit Corporate policy that each maintenance employee receives 40 hours of training every year. It is our experience that they receive on average much more than that. We offer our employees many opportunities to advance their career through knowledge.

The following list reflects training available through First Transit staff.

Description of Maintenance Courses

Course Title	Classroom Hours	OJT Hours	Total
Preventive Maintenance I	2	3	5
Preventive Maintenance II	2	3	5
Foundation Brakes	2	2	4
Steering and Alignment	1	1	2
Suspension	1	1	2
Basic Electrical	3	1	4
Charging Systems	2	1	3
Electrical Trouble Shooting	2	1	3
Engine Diagnostics	1	1	2
Drive Line and Power Trains	1	1	2
Air Conditioning and Heating	2	3	5
Vehicle Hydraulic Systems	1	2	3
Total Hours	20	20	40

Course Title	Course Content
Preventive Maintenance I	Preventive maintenance techniques used during the undercarriage inspection.
Preventive Maintenance II	Preventive maintenance techniques used during the not covered by the undercarriage inspection. These additional areas include the engine compartment, drivers and passenger areas.
Foundation Brakes	Diagnosing and repairing straight air and hydraulic brake systems.

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Course Title	Course Content
Steering and Alignment	Diagnosing and repairing steering and alignment issues associated with bus and medium duty truck chassis.
Suspension	Diagnosing and repairing steering and alignment issues associated with air ride, leaf and sway bar suspension types.
Basic Electrical	Electrical properties including Ohms Law, electrical symbols, and the use of test equipment.
Electrical Troubleshooting	Diagnosing and repair of charging, starting, looms and harnesses.
Engine Diagnostics	Provides the technician with an instructional overview of engines and their components combined with practical applications.
Drive Line and Power Trains	Light/heavy duty driveline and power train diagnosis and organizational repair.
Air-condition and Heating	Light/heavy air-condition including services, diagnosis and repair. This course will also address related environmental issues associated with gas recovery.
Vehicle Hydraulic Systems	Different hydraulic and mechanical systems associated with wheel chair lifts and ramps. This course will include practical applications of diagnosis and repair.

Preventative Maintenance Program

The First Transit maintenance effort starts with a strong Preventive Maintenance (PM) system designed to protect the capital investment in the fleet, ensure superior fleet availability, a consistently high level of reliability and maximum safe operating conditions.

First Transit has developed a PM manual for use by all of our Transit Management and Transit Contracting maintenance shops. The "Consistent Quality Maintenance Manual" (CQM) contains all of the forms, policies, standards and procedures to support a quality preventive maintenance program. Please find a copy of the table of contents for this manual included as an **Attachment**.

For more information on First Transit's Preventative Maintenance Inspection process, please see Section CDRL-11 Vehicle Inspection Plans.

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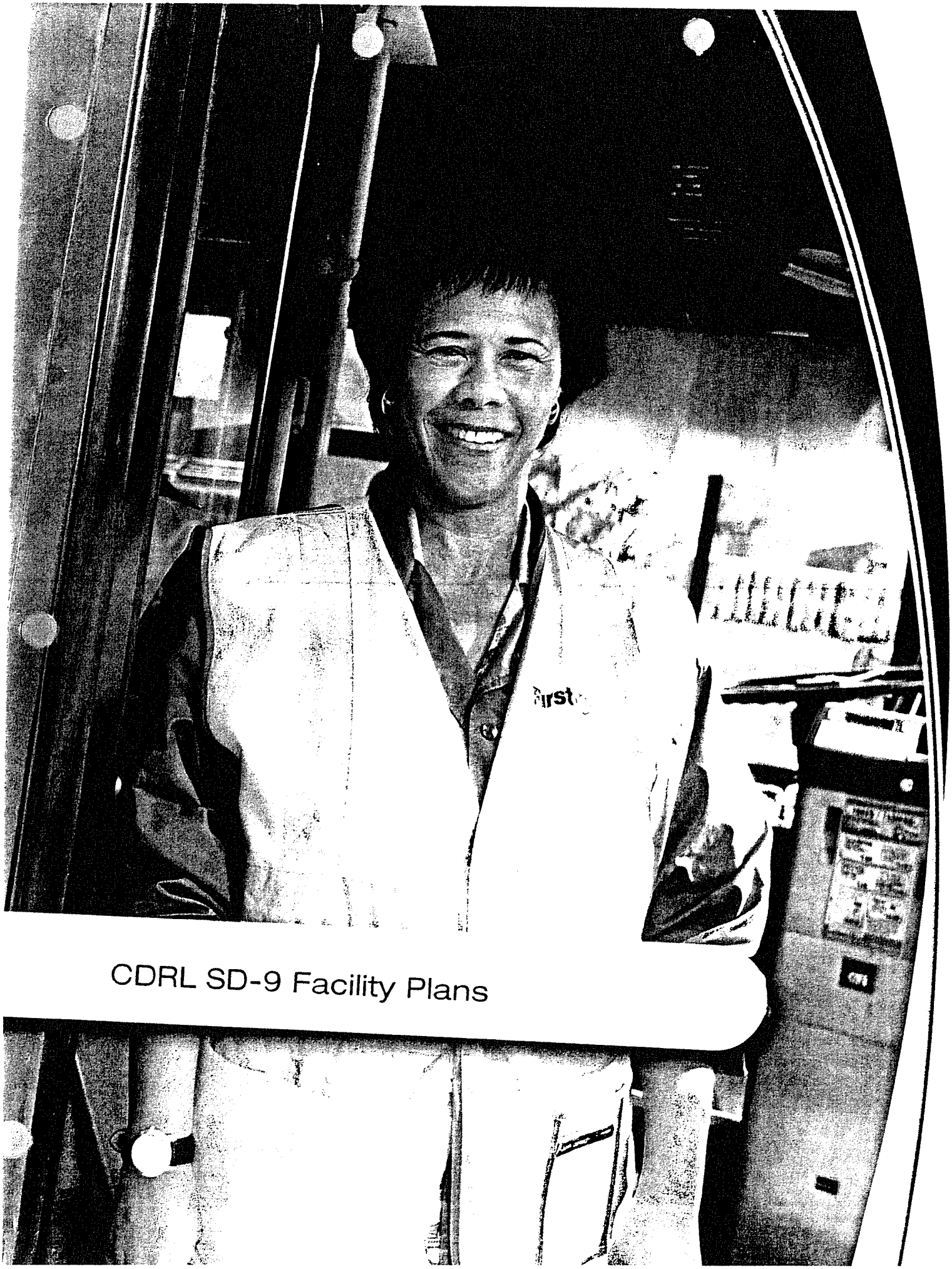
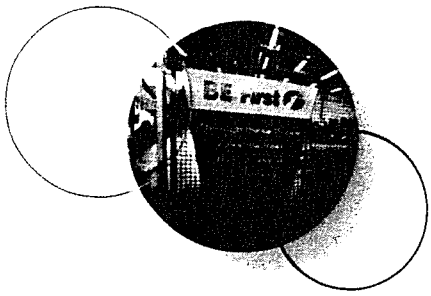


CDRL SD-9 Facility Plans

CDRL SD-9 Facility Plans

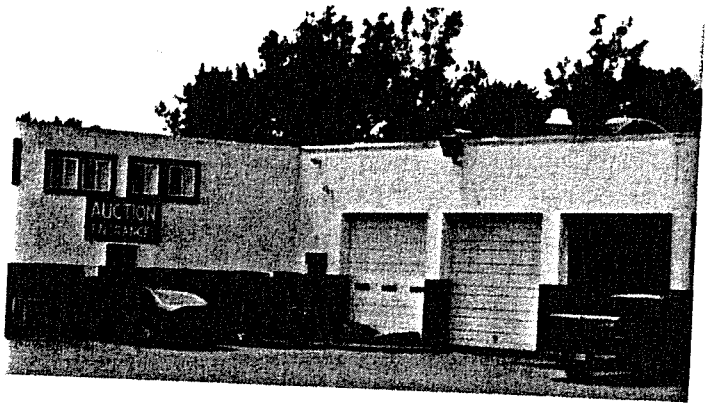


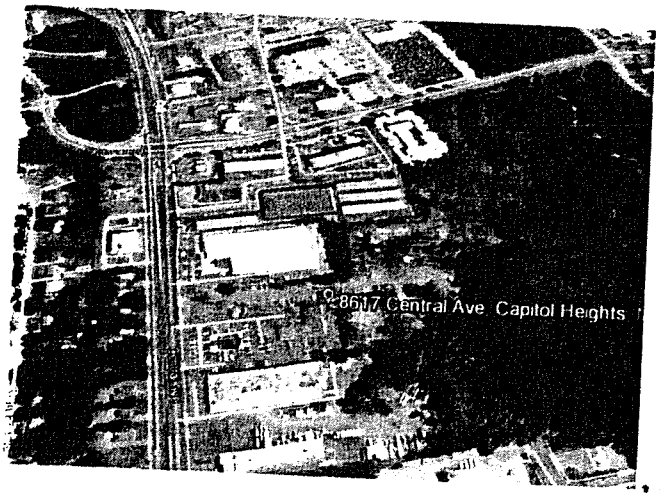
First Transit is committed to providing operating service delivery facilities that are located within Metro Access service area in order to minimize vehicle deadhead time and mileage. In addition, our facility plan reflects and meets the stringent safety and operational requirement required by First Transit to accommodate our staff, management, vehicle storage and maintenance requirements. First Transit plans to lease facilities to meet the operational standards defined by WMATA in RFP #CQ12169/KAM. Once First Transit receives notice to proceed as a Prime Service Delivery Contractor for WMATA, we will insure that all finalized lease arrangements will include WMATA in the Assignment Provisions. Listed below is a breakdown of First Transit's proposed operating facilities:

First Transit Proposed WMATA Dedicated Garages with Maintenance Capabilities

8617 Central Ave, Capitol Heights, MD (Primary Operating Location)

- 14,600 sq. ft total of office/warehouse/maintenance/parts storage space
- Paved parking space for up to 250 vehicles
- Nine (9) 12x12 drive through maintenance bays
- Parts Room
- Wash Bay
- Tire Shop and Secured Parts Storage
- Bulk Oil Area
- 10,000 gallon Fuel Tank on Premise will be provided
- Oil and Water Separator
- Employee Training Rooms
- Staff and Management Office
- Fenced and Secured Parking Area
- Centrally located within 10 miles radius of over 50% of WMATA's current trips
- Handicap Accessible Men's and Women's Restrooms





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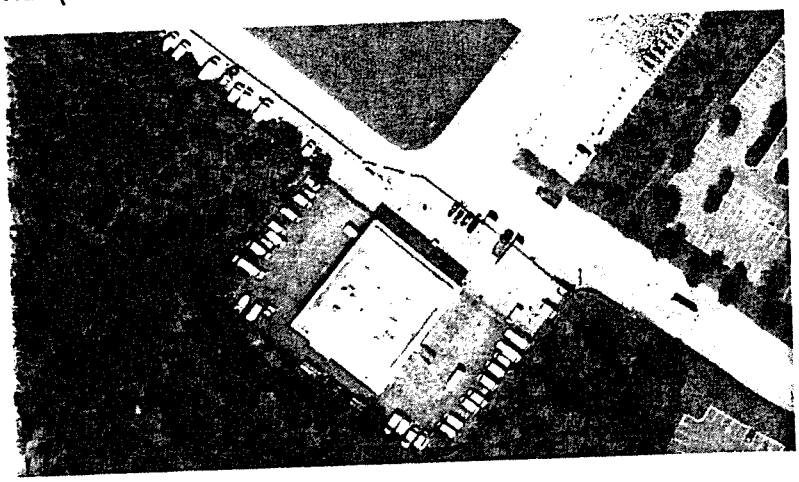
- Vehicle Lifts
- Battery Management Area
- Wheelchair lift maintenance and inspection area

See floor plan, photos, and Lease LOI included as an **Attachment.**

11730 Baltimore Ave, Beltsville, MD (Secondary Operating Location)



- 13,000 sq. ft. total of office/warehouse/ maintenance/parts storage space
- Paved parking space for up to 100 vehicles
- Four (4) 18 ft. drive through maintenance bays
- Parts and Storage Rooms
- Staff and Management Offices
- Handicap Accessible Men's and Women's Restrooms
- Oil Tank Storage
- Oil and Water Separator
- Wash Bay
- Fenced and Secured Parking Area
- 10,000 gallon Fuel Tank on Premise will be provided
- Vehicle Lifts
- Battery Management Area
- Wheelchair lift maintenance and inspection

Please see floor plan, photos and Lease LOI included as an **Attachment.**

First Transit Proposed WMATA Dedicated Park Out Locations without Maintenance Capabilities

Independence Ave NE #8A, Washington, DC – RFK Stadium (Park Out Location Only)

- 1 acre Completely Fenced in and lighted Parking Area
- Paved Parking for up to 75 vehicles
- 24/7/365 Exclusive private use of Parking Lot 8A
- Entrance/Exit Lot off of Independence Ave.
- 24x36 Module Office Unit, we plan to provide onsite.
- Located within The District of Columbia to reduce miles and deadhead

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See floor plan and photos included as an **Attachment**.

*6911 Industrial Rd, Springfield, VA 20151 (Park Out Location Only)

*We seek consideration from WMATA to utilize and operate out of WMATA currently owned location in Springfield, VA.

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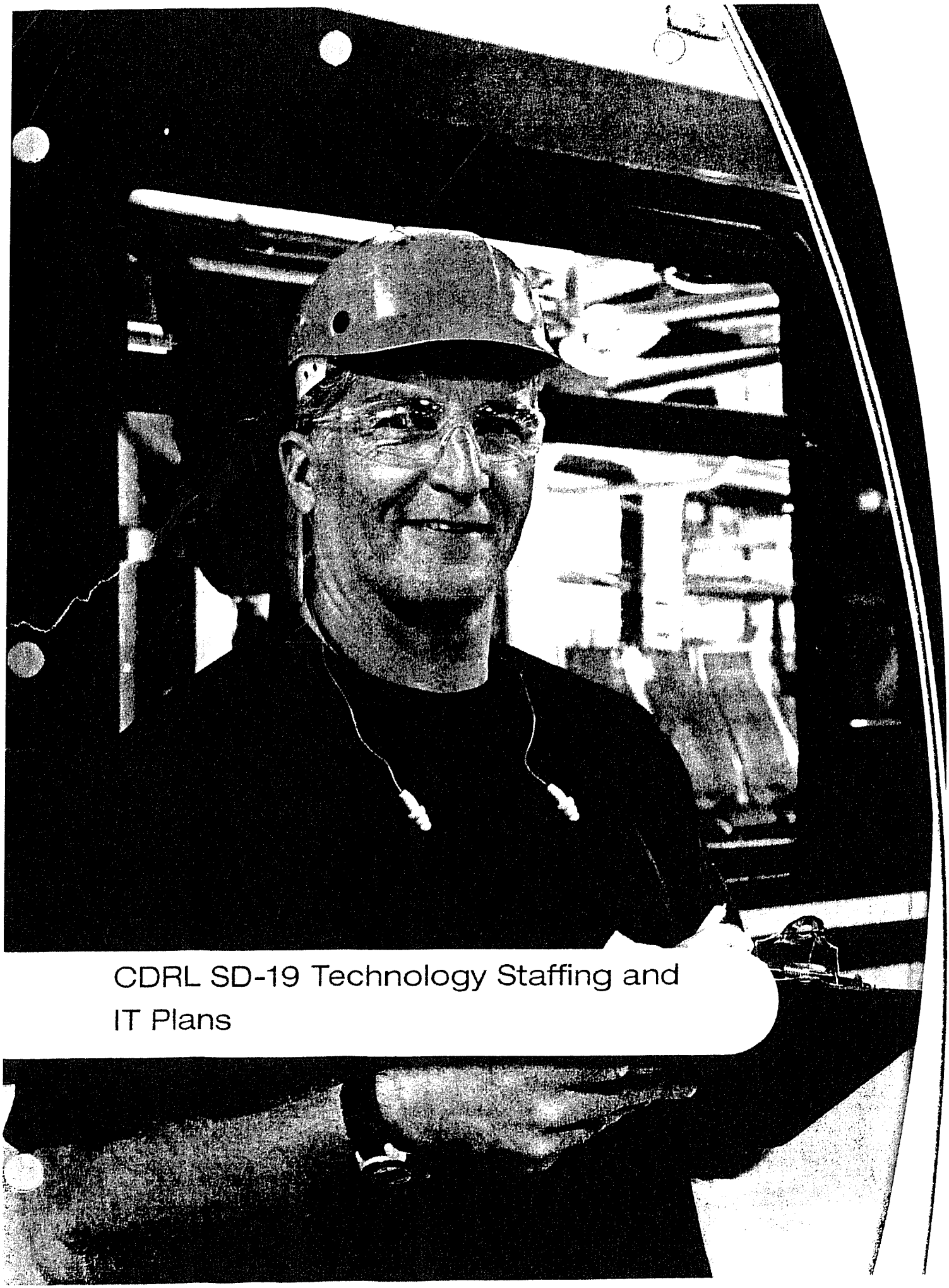
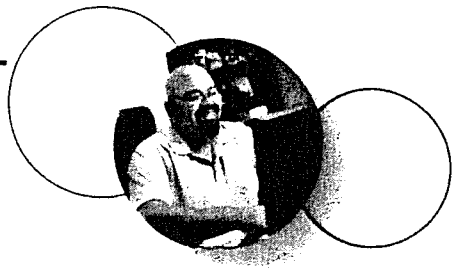


CDRL SD-19 Technology Staffing and IT Plans

CDRL SD-19 Technology Staffing and IT Plans



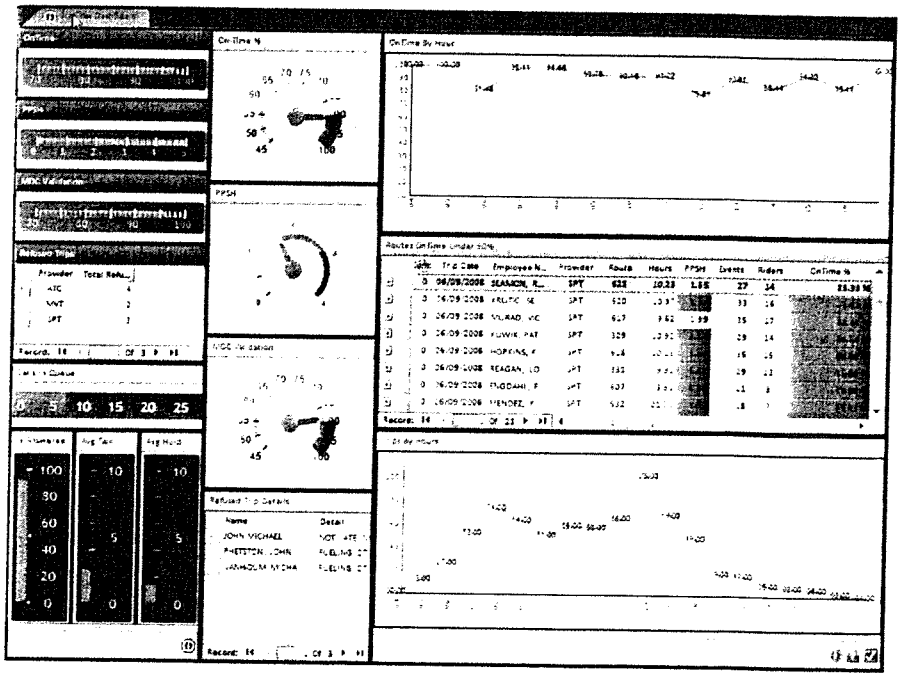
Technology Staffing

First Transit will employ a full-time IT Manager to coordinate onsite IT functions, including the semi-annual inventory. Using our inventory control software, we will maintain an updated inventory list to know where assets are at all times. Along with the IT Manager, this location will be supported by our strategic partners in telecom, data services and data storage to provide any needed support 24 hours a day, 7 days a week.

IT Plans

Info-Suite

In addition to using the advanced capabilities of the Trapeze software system already in use at MetroAccess, we will implement our line of real-time web-based performance monitoring and management tools called Info-Manager. We developed these proprietary applications and use them in many of our ADA paratransit call centers and brokerages. This application package allows for a variety of information to be collected from the ACD phone system (for call center performance) and from the MDCs (for on-street performance), and then presented in easy-to-read dashboard configurations running on managers' desktops. Totally customized for each provider, Info-Manager provides a variety of information in easy-to-read displays. An example of our Info-Manager Stat-Trax Dashboard application is shown below, as it would look on a manager's PC. These dashboards provide a real-time "snapshot" of various factors affecting performance, allowing us to address developing problems during the day before they seriously affect customer service quality.



We will configure these systems to allow authorized managers from WMATA, First Transit, and our transportation service providers with

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access to the information at the same time. This access to real-time performance information will assist the team in managing the service more effectively and reacting immediately to developing system issues during the day.

Our Notification Services application works with our IVR to automatically send timely, personalized messages to our customers using a wide variety of communication methods such as the internet, IVR, text, E-mail, PDA, and SMS. These client service notices include:

- Same-day trip notifications
- "Service running late" notifications
- No-show alerts and prevention reminders
- Adverse weather messages
- Customized messages
- Subscription changes
- Eligibility expiration reminders
- Emergency service alerts

Our related Concern Manager application will be used to manage Passenger, Dispatcher, and Operator issues or concerns to help track daily events of note including complaint tracking and response. The Concern Manager application provides us with the ability to assign comments to specific provider managers for investigation and follow-up. We can assign due dates and notify the appropriate people of new and overdue items that are assigned to them for response.

Our Transportation Network Manager and our service providers' Road Supervisors will be responsible for monitoring on-street performance. Our Transportation Network Manager will conduct in-service vehicle and schedule checks on a programmed basis at the major trip generators. During these scheduled field observations, the Transportation Network Manager will observe the actual pick-ups or drop-offs and evaluate such items as whether or not the provider is on-time, proper vehicle operation, provision of the proper level of passenger assistance, and similar factors. These checks will be documented on Field Observation Reports and entered into our performance monitoring database. These unannounced field observations will be scheduled for each provider in the program both on a scheduled basis, and as a result of regular complaint report analyses. We project that our Transportation Network Manager will perform an average of at least 5 in-service field observations per day.

Our Transportation Network Manager will also visit providers' dispatch facilities on a regular basis to review driver and vehicle records, perform spot-check vehicle inspections, and confer with local management. He will have the authority to remove vehicles or Drivers from service as needed.

We will regularly report the performance of the different service providers operating in the program. In most of our paratransit and NEMT programs, we put together a quarterly "Provider Report Card" detailing each provider's overall performance on various timeliness and quality standards in comparison to the rest of the provider network. These standards usually include on-time performance, ability to meet appointments, compliments & complaints, accidents & incidents, percentage of trips refused, cost per trip, and similar measures.

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As part of our proposal First Transit has committed to supply Info Manager, our proprietary scheduling and service management software. Info-Manager takes all the data from the current Trapeze operating software and makes it available in a convenient, customized, real-time read only database which allows the user to manipulate and view the data in a much more meaningful and dynamic way. This makes it much easier for Administrators to capture meaningful report data, for dispatchers and managers to know what is going on with every route, and for schedulers and reservations staff to optimize route construction.

The implementation of Info Manager along with our proposal to provide mobile data terminals in all of vehicles operating First transit routes will improve allow dispatchers to focus on same day scheduling improvements, improving system efficiency and on time performance.

The complexities of Paratransit service require an efficient business plan and effective tools for managing operations. First Transit's propriety Info-Manager software solution provides everything you need to identify inefficiencies, make well-informed operational decisions and address issues within your current paratransit operating system to work more proactively and improve overall performance. This specialized software ties in directly with the technology solutions already in place, such as Trapeze, MDCs, IVR and AVL, to provide valuable operational information at your fingertips.

First Transit will provide a customized dashboard with vital information most important to the operation. For instance, if driver performance is the focus, the dashboard can include a constant overview of items such as on-time performance, productivity, and slack time information in real-time, along with trend analysis and historical information on particular routes and driver for research and coaching purposes.

Info-Manager dashboards also allow First Transit's staff to deliver essential information and services for WMATA's passengers. Info-Manager can quickly summarize a passenger's trip history, as well as their application status and frequently visited destinations. This allows our staff to be quickly and fully informed when problems arise, and enables them to provide exceptional customer service.

Among the many tools and features available within Info-Manager, there is a common theme: Productivity and Efficiency. Each tool is designed to meet the needs and expectations of an efficient paratransit operation, and provides more extensive and dynamic reporting than any other software offering. The Info-Manager software is customized to fit local needs and can include:

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Customer Service Support

- Assist with same day scheduling
- Provide information for client calls
- Pinpoint problems from passenger to agency
- Provide detailed reports to agencies

InfoManager Proprietary Software will be installed to support any service area awarded to First Transit.

Passenger Information

- Provide trip summaries for each passenger
- Provide average passenger wait and ride times
- Provide passenger eligibility information
- Give detailed passenger behavior history
- No show and Fare enforcement information with progressive discipline actions

Driver Information

- Monitor driver slack time and make real-time adjustments
- Monitor driver on-time performance
- Give providers historic operational data they need to train their drivers/ "Report Cards"

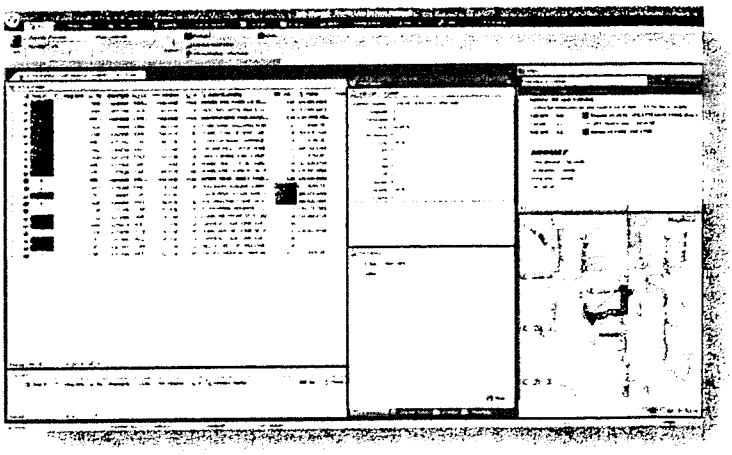
Operating Statistics

- Show KPI information in real time
- Analyze trends in the operating system
- Segment data by passenger, agency, driver, location, etc for analysis

Here are a few examples of the customizable dashboards that are available to WMATA:

The Arrival Monitor

- Monitor real-time arrival activity in order to reduce unscheduled dwell time and keep the route on-time for future events
- Review historical information for validating No-Show requests
- Utilize Google Street View to confirm vehicle arrived at the correct scheduled location



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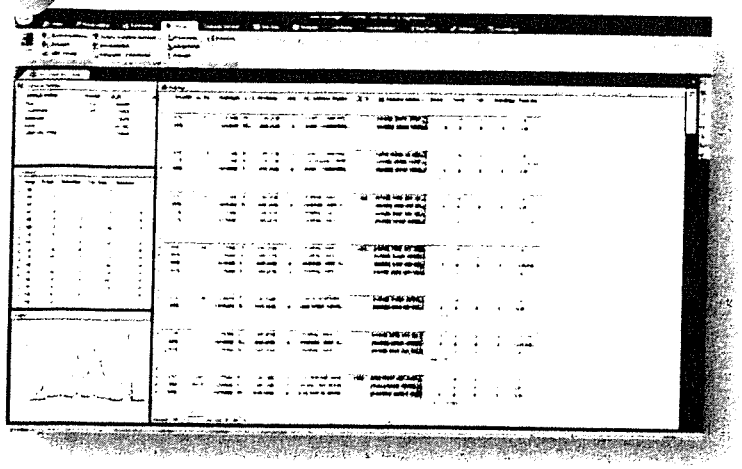
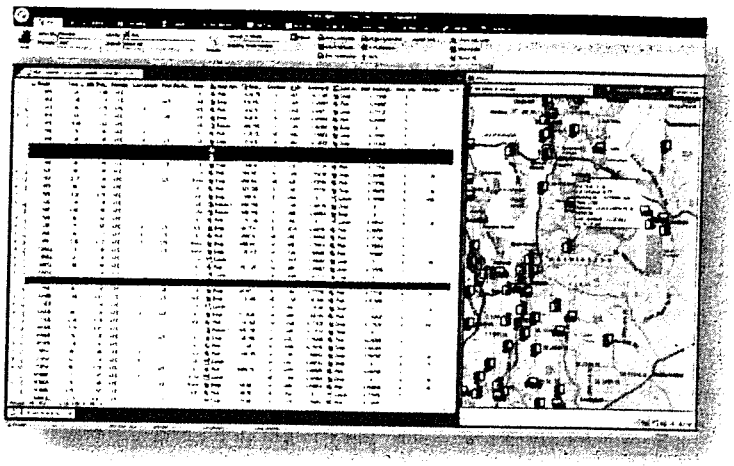


The Unscheduled Monitor

- Identify unscheduled trips by area and hour of day
- Utilize the Unscheduled Optimization feature to locate routes within defined radius of origin and destination and by time of day

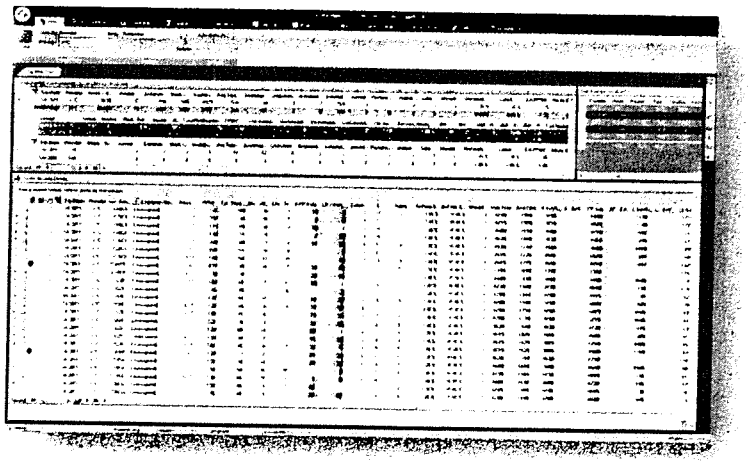


The MDC Viewer

- Identify current location of vehicles
- Review next-event information
- Turn-by-turn Directions available from current vehicle location to next scheduled location

The Stat-Trax Module

- Review operational data by Provider, Base or Route
- Assist in determining number of hours to be eliminated or added
- Includes data from previous week for comparison
- Includes information such as hours, runs, late/missed percentage, distance, boardings, cancellations, on-time percentage, no-shows, estimated slack, scheduled and unscheduled trips



The Transfer Location Monitor

- Monitor/control the number of vehicles at transfer points
- Assists in identifying changes to current transfer scheduling for optimizing on-time

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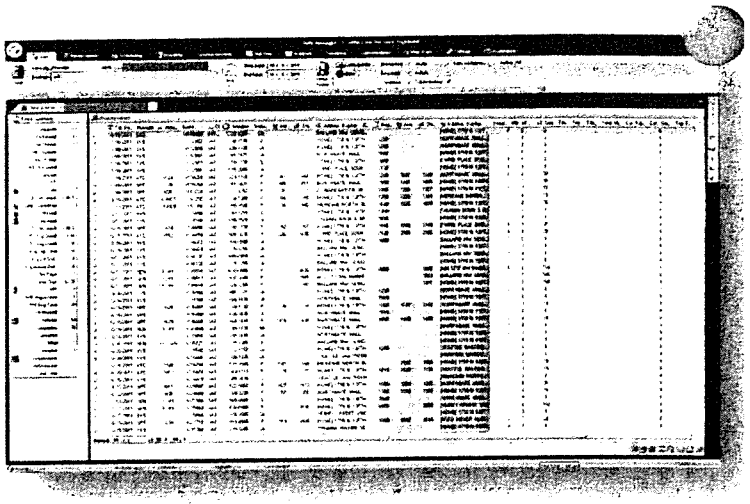
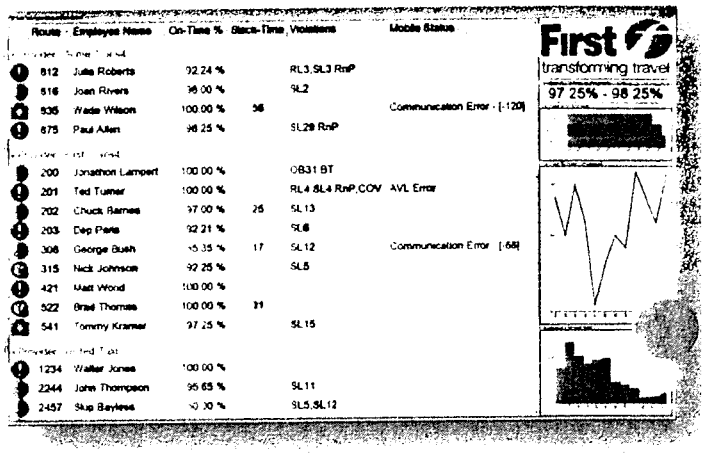
The Client Events Module

- Review client trip history
- Review client record data for information such as name, application status, certify date, eligibility, top travelers, top no-showers, top cancellers, etc
- Provide data on violations and suspensions
- Provides summary of all client information

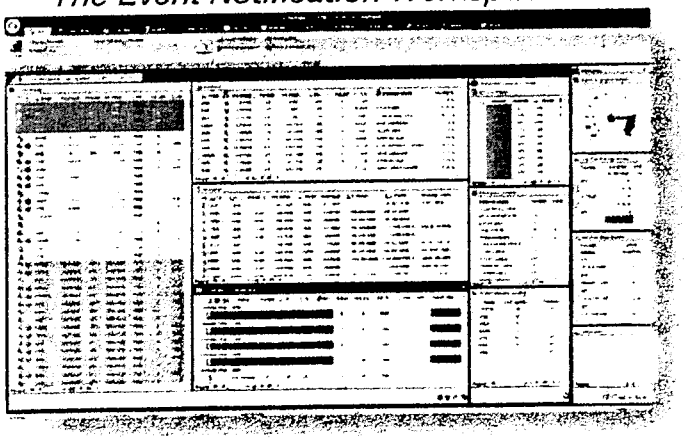


Stat-Trax Operational Dashboard

- Monitor and keep informed of live-day potential operational issues
- Proactive approach to keep system updated and avoid operating obstacles
- Provides window into current operations by isolating and displaying specific information that is quick and easy to access



The Event Notification Workspace



- Used by dispatch to keep informed of potential operational issues
- Proactive approach to keep system updated and avoid operating obstacles
- Provides window into current operations by isolating and displaying specific information that is quick and easy to access

Some of the information found within the Event Notification module includes:

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- **Events** - Main operational console. Monitor and view the status of current events on the schedule to quickly identify and resolve potential a number of common operational issues before they arise.
- **Alert Clients** - View impending trips for clients who have been assigned urgent status.
- **Estimated Time** - View trips which are estimated to arrive beyond scheduled parameters in order to manage potential on-time issues.
- **Lunch Violations** - View scheduled lunches in order to monitor compliance with labor laws.
- **Client Notification** – Designed to alert to client requests for imminent arrival notification, notifications types available are IVR, SMS and email.
- **No Shows** - View previously recorded client no-shows and use the module tools to manage and confirm accurate no-show requests from drivers using actual lat and lon figures.
- **Coordinated Transportation** - View scheduled coordinated trips by transfer zone to more efficiently manage the transfer process.
- **Slack Time** – Dynamically identify and locate runs with idle/slack time using user-specified parameters in order to schedule trips and make the runs operate more productively.

Info-Manager makes it easy to manage all your paratransit system information in one convenient place; allowing each user 100% control. From the easy-to-use interface, you can manipulate the data and create ad-hoc reports to get the information you need quickly and efficiently. First Transit's Info-Manager software is your one-stop-shop for all your paratransit reporting needs. At execution of the paratransit contract First Transit will install our Info-Manager software at no cost to you. You will be able to utilize all the tools and modules within Info-Manager to customize dashboards that display key performance indicators and statistics to improve system efficiency and productivity.

In every system in where we have implemented Info Manager these tools have resulted in greater efficiency, better on time performance and improved service quality. First Transit will provide the hardware and software necessary to operate info manager, and will begin implementation on notice of contract award so that the system is up and running as the service starts.

Further information about Info-Manager can be found as an **Attachment**.

Work Station and Connectivity Design

First Transit believes that the information we are trusted with is just as important as the passengers we carry, and because of that we control access to our data at three different levels: corporately, locally and physically. All of our network traffic is routed through our data center. This allows for all of the traffic in or out of our location to be monitored 24 hours a day by our contracted management team. The entire network is protected by a series of firewalls and security protocols which not only limit access in to the company, but reduce external connections to locations on the web as well. The aggressive IT policies of First Transit ensure that individual workstations are locked down so only those with administrative right have the ability to add or remove programs.

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At the local level, each computer is built to the specification to meet contractual requirements. Each of the computers has a suite of products installed which monitor for viruses, spam, malware, Trojans, etc. These applications are automatically updated through the corporate WAN nightly as well as "pushed" out on-demand as need might arise. In addition to additional software packages to assist in prevention of information vulnerabilities, we ensure all of our systems are up to date with Microsoft patches nightly so any known or recently identified vulnerabilities to the operating systems are prevented.

Also, at the LAN level, all data within the network is password protected on both the drive access level and document level. Within each application, there are different levels of security as well: read/write, read only, and no access. Each of these access levels is dependent on job responsibility and function of the individual user. As employees leave the organization, one of the finalizing steps to these procedures is to remove their access rights and alter passwords to their system accounts that cannot be removed for data reporting purposes. The final level of security is the physical level where our offices are secured by an ADT security system as well as having the server room physically locked 24 hours a day, and only opened for personnel performing specific duties and while the space is physically occupied.

First Transit trains all staff on proper usage of computer hardware, software, network usage, internet usage, and phone systems. We have a usage policy in place which we strictly adhere to at all sites. By restricting all systems to only the proper usage, the systems are less vulnerable to the effects of any outside elements thus reducing the need to perform unnecessary maintenance and thus maintain the needed stability throughout our network.

Data Security

First Transit uses industry standard processes and technology to protect client data.

- Multi-tier firewall technology is used to separate and protect client data.
- Data transmissions are encrypted with Secure Socket Layers.
- User's accounts are uniquely defined.
- Password policies exceed standards set.
- User authorization, registration and termination are centrally administered.

Inventory

As required in the RFP, First Transit will conduct and provide to WMATA the results of a semi-annual physical inventory of WMATA-owned assets (including MDCs and DriveCam).

Garage IT Plans

First Transit will provide the needed computers and networking for the garage area as well as the FirstBase software to handle inventory control and maintenance records. All on-board devices will be assigned to a specific vehicle when mounted onto the vehicle.

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First A

CDRL SD-20 QA Interface Plan

CDRL SD-20 QA Interface Plans

First Transit will cooperate completely with the Contractor selected for the Quality Assurance portion of this RFP, with the understanding that positive communication and shared resources will not only benefit MetroAccess Riders, it is the expectation of WMATA.

Quality Assurance

Like WMATA, First Transit realizes that our clients look to us as partners in providing the highest quality of services possible. Our desire to provide this high quality service has led us to create a detailed internal quality assurance program. This program ensures that the service standards are not only met but also exceeded. First Transit's QA program applies a continuous improvement in the quality of goods and services. First Transit's QA program applies a continuous improvement process using management metrics to measure progress and to establish goals and objectives for performance standards.

There are five focal points that First transit uses to drive our continuous improvement process. These five focal points are:

- Focus on the Customer
- Data-Driven Management;
- Mastering Processes;
- Proactive Management; and
- Accountability

Interfacing with WMATA QA Contractor

As a result of First Transit's operational philosophy in regards to Quality Assurance, First Transit will provide full cooperation, support and interface with WMATA's QA Contractor. In addition, First Transit will directly align our internal QA Program, with the operational criteria designed and required by WMATA into one operational performance dashboard to insure that all WMATA's operational standards are met:

- Staffing Levels
- Training
- Vehicle Maintenance Standards
- Facility Operational Standards
- Pull-out inspections
- Operational reports and records
- Safety Audits
- All other Operational Standards required by WMATA

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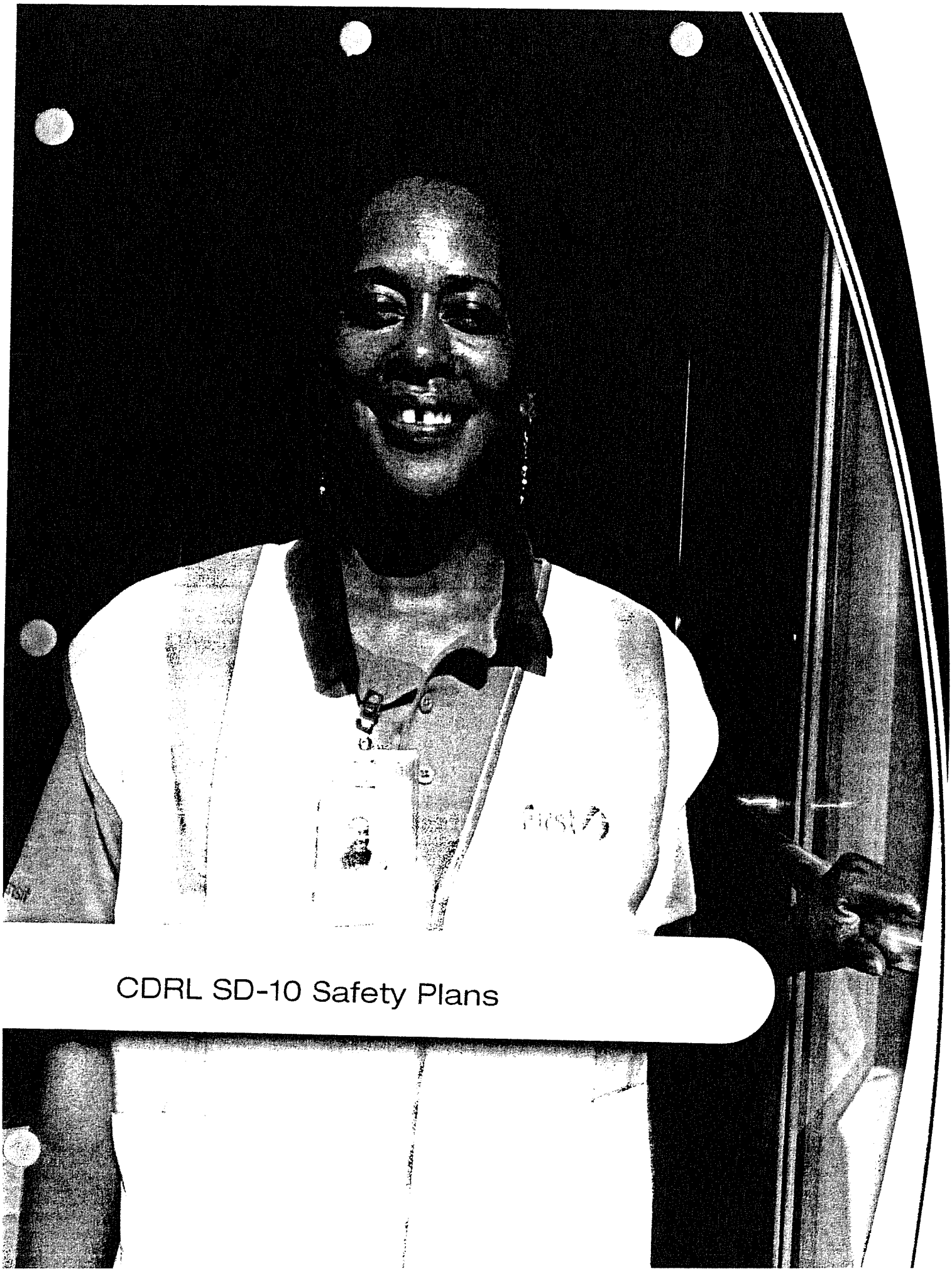
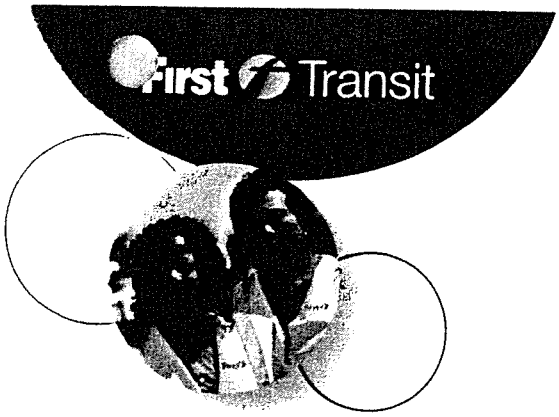


CDRL SD-10 Safety Plans

CDRL SD-10 Safety Plans



Safety and Security

The safe operation of the vehicle is what our passengers expect from us and clients demand from us. Confidence in the ability of the transportation services to operate without incident promotes the continued success of the system and encourages public support for the service we provide. This promotes First Transit's goal of a positive image of the system and further encourages discretionary riders by creating a safe and reliable service.

Safety is the most important of all the commitments that we make to our customers as well as the communities in which we operate service. No matter how courteous the driver, how timely the service, or how clean the vehicle, unless the transit operation is perceived as safe, all of our other efforts are wasted.

Passenger safety is paramount to the success of First Transit operations. From defined training processes, to constant review in a proactive means, identifying and correcting problem routes, to monitoring on road activity, to enhancement training for operators, First Transit is dedicated to providing a safe environment for our riding public.

First Transit's safety policies and programs are ever evolving. We have recently implemented safety procedures company-wide that will bring safety issues to the forefront on a daily basis. Injury Prevention (IP) involves 360 degree monitoring, focusing the actions of others as well as our own actions and how they impact the safety of our organization. We look forward to further discussions of our new program during the interview process. Safety on board vehicles is monitored with numerous methods including:

- Communication with dispatch through the radio systems.
- Road supervisors monitoring performance of operators and vehicle routes to ensure all safety issues are identified and corrected as necessary.
- Monitoring of time points, vehicle location, and on-road observation coordinated from dispatch to ensure on time performance and route completion.
- All operators are trained during the initial training process on the proper techniques to load and unload passengers. Training also includes ADA requirements, wheelchair securement and ADA required announcements.
- Operators are trained to be aware of the proper braking and acceleration principles to ensure the safety of the passengers.

Safety outside of revenue service includes:

- Radio communications with radio dispatch as the vehicle moves from the operations facility to the beginning of the assigned route;
- Radio communication upon shift changes and completion of daily route service;
- Monitoring of vehicles as they return to the operational facility;
- Posted routes to return to the operational facility; and
- Dispatch supervision for returning vehicles.

Traffic safety includes:

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- First Transit participates in program developed with the [illegible]ty Council;
- Information is transmitted to the operators from dispatch of traffic problems, slowdowns, accidents on route and construction programs; and

- Maintenance inspects each vehicle during the Preventative Maintenance Inspection, to ensure the vehicle meets and exceeds all Louisiana and federal motor transport regulations and requirements.

First Injury Prevention Principles

The First Injury Prevention Principles provide the basic truths or fundamental laws about working safely in our workplace. The First Injury Prevention Principles are designed to work with the Injury Prevention Program (Injury Prevention) explained below. The Injury Prevention Handbook issued to all employees contains a copy of the First Injury Prevention Principles.

All First Transit employees are expected to adopt these principles and put them into practice at all times, so together we may create a safe work environment free from injury to our coworkers, our passengers, and ourselves.

The motto for the First Injury Prevention Principles is:

Injury Prevention

If you cannot do it safely, don't do it

Listed below are the injury prevention principles for every employee:

- Perform all safety checks and risk assess before you undertake any work. Speak to your supervisor or manager before you start work if you are unsure.
- Do not endanger yourself or others. Report any hazardous condition or practice that may cause injury to people, property, or the environment.
- Obey all rules, signs and instructions. If you do not understand, speak to your manager before you start work.
- Keep your work area clean and tidy. Disorder causes injuries, wastes time, energy and materials.
- Wear protective clothing and equipment as required. Keep it in good condition, wear it correctly and ask for a replacement if it becomes damaged or unfit for use.
- Use only the correct tools and equipment for the job. Check that they are in good condition before use and use them safely.
- Do not adjust, modify or repair any piece of work equipment unless you are competent and authorized to do so.
- Before lifting, assess the load and your capability to move it. Make sure you get help with any heavy or awkward items, and follow approved techniques.

- All injuries, incidents and near misses must be reported to your manager. Seek immediate help and first aid (if necessary)
- If you have any suggestions to improve safety in your workplace, tell your supervisor or manager.

Note: Protect your own safety and the safety of those around you by following these injury prevention principles at all times.

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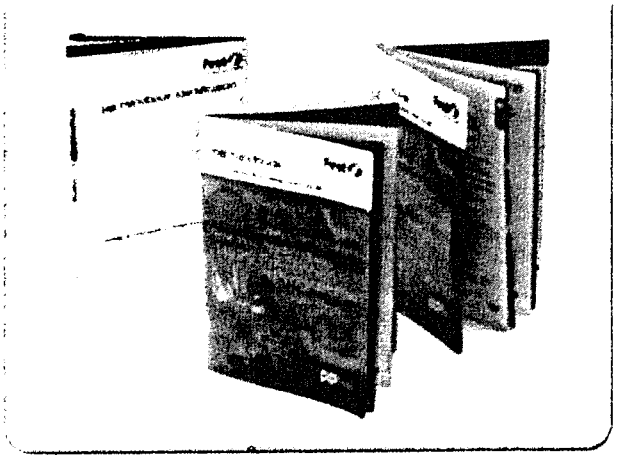
Injury Prevention

The main purpose of Injury Prevention is to reduce collisions and injuries by increasing the communications between employees and supervisors about safety. As part of the Injury Prevention process our employees are encouraged to initiate reports of any near miss, route and security hazards or any unsafe condition. When an employee makes a report to their supervisor about a safety or security concern, the supervisor will investigate the concern and follow-up with the employee regarding the resolution of the report.

Our supervisors will be initiating safety conversations with employees about their observations of both safe and unsafe practices. A quality conversation about safety benefits all parties and will lead to safer operations for our employees and passengers. All employees will receive training on the Injury Prevention as part of their employee orientation training.

As part of the Injury Prevention process each employee will be issued an Injury Prevention handbook which must be carried by them at all times while they are on duty. The handbook must be carried in either the clear plastic pouch with the safety lanyard and worn around the neck or inserted in the clear plastic pocket on the new style safety vests.

The Injury Prevention handbook contains a "Safety Contact" pad which is for use by both the employee and manager. The employee will use the pad for documenting and reporting safety, route and security concerns. If an employee is involved in a near miss or a "close call" we are asking for their help in reporting the event so we all may learn the lessons from it and perhaps prevent a collision or injury from occurring.



When an employee observes an item on their route that, in their opinion, creates a safety or security hazard, we ask for their help in documenting it on the safety contact form in the Injury Prevention Handbook and bringing it to their supervisor to discuss.

After discussing the concern with the employee, the supervisor will evaluate the report and decide what actions may be necessary. If follow-up actions are necessary, the supervisor will inform the employee what actions are being taken and will report the results of follow-up actions to the employee when completed.

The employee's "Safety Contact" pad will also be utilized by the manager for recording any supervisor observations of safe or unsafe practices and summarizing the results of the safety conversation.

The handbook also contains an Identification Badge (ID) on the back cover. This ID badge will contain the employee photograph and other identifying information; it may not be altered or modified in any way. This ID badge is for use by the employee for "official" company business while on duty. It may not be used for any other purpose. The ID is contained on the back cover of the handbook; while on duty please display the back cover of the handbook with the ID badge on it.

The Injury Prevention handbook also provides a quick reference for the employee on First Injury Prevention Principles

Collision Response

- Security Response
- Security Emergency Radio Codes

These procedures provide abbreviated emergency guidance for employees in the field on how to respond to these occurrences.

Our injury prevention policies and procedures bring safety issues to the forefront on a daily basis. The premise of our injury prevention culture is that frequent communication of safety standards and practices will aid in the incorporation of safety as a core value and be reflected in the habitual performance of safe service. Our managers and front-line supervisors are taught to observe what our people do with our safety training in the daily practice of their responsibilities. These observations result in "safety contacts" that praise a job well done or equally reinforce training if not being performed to expectation. This process – as a daily practice – engages and involves the staff in a personal manner that drives both individual and team responsibility through empowerment and contribution.

Preparing for a Safe Environment

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

- A hiring process structured around stringent standards, including driver safety records, criminal record checks, drug screening and personality profiles. First Transit hires only the best candidates, from drivers through safety managers and other management staff.
- Maintenance programs respected throughout the industry. We put extra effort up-front in our preventive maintenance process to ensure that only the soundest of vehicles are on the road serving our customers.
- A comprehensive training program covering our safety processes in great detail. Employee responsibility, safety standards and expectations, safety precautions, and safety procedures are discussed extensively throughout training.
- Employee incentives to maintain safety awareness and keep accidents and incidents to the barest minimum. These incentives include local contests, company-wide recognition at our annual meetings, and bus "roadeos," in which operators have an opportunity to show off their safe driving skills.
- An extensive operations manual that includes standards for discipline, expectations for performance, and company procedures. All employees, upon being hired, are given this manual and understand that is expected of them. We believe in progressive discipline with immediate retraining and corrective actions, yet we do not give slack where safety is concern. Likewise, procedures such as accident and incident reporting are structured and thorough.
- Continuously monitored driver performance. Supervisors assist drivers in overcoming challenges, serving passengers efficiently and assist at the scene of an incident or accident.

Emergency Procedures

A large part of any operational success is the ability to plan for events which are outside of the normal scope of day-to-day operations. Planning enables the all employees to be prepared in the unlikely event outside of day-to-day public transit services. First Transit will develop a program to respond to emergencies and routine problems. First Transit does not anticipate major issues with vehicle breakdowns, however, in the event of a tire failure or other issues that may take a vehicle out of service, First Transit will perform the following:

- Dispatch will communicate with the shop to ensure a prompt response;
- If necessary, Dispatch staff will replace the vehicle on route immediately; and
- Exact cause of the failure will be determined and corrective action taken.

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• Monitoring and performing corrective actions will keep the [illegible] MetroAccess schedule parameters, and provide the necessary service to the riders' dependent upon the transportation services.

Life Threatening Emergency Incidents

- Violence on board – Perceived or observed, the immediate response from the operator is to protect himself and the passengers on board. Additionally, after protection of the uninvolved passengers, is the immediate contact with dispatch through two-way communications. First Transit dispatch immediately contacts local police to describe the event. First Transit does not want the operator to become a target, thus we require the operator to not become involved in an attempt to stop the violence.
- Violence directed towards a revenue vehicle – Whether a weapon is discharged or an object is thrown at the vehicle, the operator is trained to immediately move the vehicle out of harms' way and contact dispatch through the above procedures.
- Severe weather events and natural disasters – Advance knowledge of impending weather events and emergency response plans for earthquakes allow for the proper, appropriate and timely response to these events. Earthquakes are of course much more difficult to plan for; however, monitoring of the national weather channel is maintained throughout the day.
- Bomb threats – Threats on board, or called into dispatch or other communications means, will be immediately reported to the local police department, and our Project Manager will be notified. Threats, whether genuine or not, will be taken seriously and the appropriate response, as per the local police, will be implemented.
- Suspicious Packages – With the bombing on board the London bus in 2005, First Transit is keenly aware of the need to be vigilant and observant of packages brought out board. If there is a package left, and the owner is not identified immediately, the operator shall contact dispatch, who in turn will contact the local police for corrective action. While this maybe extreme in most cases, in the world we are operating in, safety and caution is the best procedure.
- Facility fire – All employees will be evacuated to a designated area outside of the threat zone. If the fire is in our dispatch area, cellular telephone notification will be implemented by the senior staff member.
- Threats in the workplace – Upon notification or observation of the threat, appropriate notification to the police department by the on duty supervisor will precede any other actions. If the threat involves the display of a weapon, all employees will be evacuated to the designated area outside of the facility.
- Medical emergency on board – Operator will immediately contact dispatch, and dispatch will contact 911 with a description of the on-board medical emergency and location of the vehicle. Dispatch will stand by until assistance is on the scene. The operator will provide any emergency first aid, up to the level the operator feels comfortable with.
- Evacuation of operations facilities – A designated area for personnel to meet outside of the facilities has been established. A roll call of employees will be taken
- Enhanced procedures for each event are available for discussion at the appropriate time.

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- Each planning process has taken into consideration the de[illegible]en operational safety, passenger needs, the safe operations of our system and the overall safety of our employees who provide the service.

Accident Review Process

Each accident is reviewed with an eye toward preventability of potential future occurrences. Our safety program includes a 26-page manual for Accident Investigation and Analysis. Sections of the manual include: accident analysis; reporting; recording; investigating vehicle accidents; gathering evidence; diagramming the accident scene; conducting employee injury investigations; as well as forms. This manual will be tailored to the specific requirements and history of the transit service.

Accident Response Plan

Drivers are trained in proper procedures that include securing the vehicle and scene; ensuring passenger safety and welfare; and reporting the incident to dispatch. The dispatch staff has guidelines for evaluating response, and will coordinate with call center and supervisory staff to ensure proper authorities are notified of any incident. The supervisor will review vehicle availability and dispatch a replacement vehicle as necessary. A supervisor will respond to the scene to assist the driver and to conduct an investigation.

Accident Preventability Determination

First Transit uses the national Safety Council Guidelines for determination of accident preventability. General Manager will make the determination of preventability and employees will have the availability to appeal the decision to the Safety Committee as mentioned above. We have drafted a manual to assist safety professionals in determining the preventability.

Accident Reduction and Mitigation

Throughout the daily activity with First Transit starting with the initial review of potential employees' past driving record, First Transit has a goal of zero accidents, preventable and non-preventable. Starting with the initial review, First Transit management interacts with the operators and staff to maintain an atmosphere dedicated to safe vehicle operations. From safety messages, to postings, to safety meetings, our internal goal, and that of the client, is to zero in on the causes and issues which may contribute to accidents.

Some supervisors will attend a training module on Accident Investigation Procedures and Documentation. The purpose of this module is to train staff to gather and document all of the facts relevant to the investigation, and to ensure that the operator complies with DOT and First Transit corporate policies. The training module also reviews securing the vehicle involved in the accident and determining if it should remain in service or be returned to the maintenance facility. Elements of this module include:

- Investigation procedures;
- Documentation procedures;
- Determining whether the collision/passenger injury is Department of Transportation (DOT) reportable;
- Vehicle collision photography requirements; and
- Film development procedures.

Each cause is reviewed, analyzed and corrective action discussed for implementation with the operators and staff throughout our local operation. From route speeds that may cause problems, to training processes to keep operators and other employees current with identified issues, First Transit is committed to eliminating any potential for accidents by ensuring all employees are charged with the knowledge to assist their performance in day-to-day operations.

It is our hope that the obvious merits of a well-designed, comprehensive safety program are apparent to all. Years of experience indicate, however, that good intentions are not always enough. First Transit's operating rules and procedures outline preventive measures and sanction employees who disregard safe practices. Employees who repeatedly engage in unsafe behavior are terminated. Our safety standards are high; for this reason, First Transit focuses on the incident itself rather than on its severity.

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A driver who demonstrates disdain for safety is held accountable for his [redacted]ss in safety performance is likely to result in an escalation of risk. Conducting facility safety evaluations, reviewing accidents, heightening safety awareness and highlighting First Transit's resolve to deliver a service that is safe and actively promotes prevention is our goal.

Safety Staff

First Transit's WMATA safety team will be led by Operation/Safety Managers [redacted] and [redacted]

Corporate Safety Oversight

First Transit was one of the industry's first firms to use a national safety manager to oversee all safety activities. [redacted] First Transit's Director of Safety and Security, is responsible for ensuring the First Transit management team implements our national safety program and stays in compliance with all regulations. [redacted] along with a staff of region safety managers, oversees a comprehensive safety and training effort designed to ensure that First Transit operations meet an established standard for hiring, training and retaining employees.

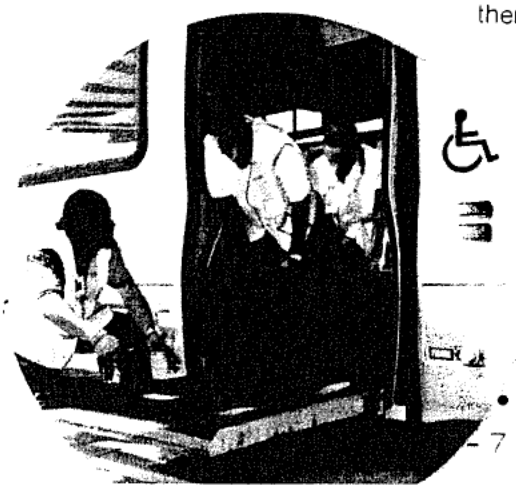
First Transit's General Manager will be responsible for ensuring the implementation of First Transit's national safety program. Overseeing the program implementation will be the Region Safety Manager. The Region Safety Manager, [redacted] will contact First Transit's local management team regularly and will also be responsible for auditing local safety efforts; reviewing all accident and injury claims; reviewing monthly performance statistics; coordinating corporate assets to address specific deficiencies found on the local level; and working with the General Manager on issues regarding training and accident investigation.

A First Transit safety review rating is published monthly for each system. First Transit measures accidents per 100,000 miles and employee injuries per 1000 employees as a means of comparing local performance to national standards. Because of the high number of vehicles managed and operated by First Transit and the size of the combined bus fleets we manage, operate, and ensure nationally, total claim counts and dollar values are less useful in assessing our claims history than standard industry indicators.

Each First Transit operation is required to develop a comprehensive safety plan that outlines the activities and elements of its safety process annually. Certain elements are required in all of our sites, while others are developed by the local team in response to unique concerns. The National Safety Manager reviews all safety plans for completeness and accuracy.

Safety Training

First Transit's driver training programs have an underlying safety theme as part of each training module. 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 the revenue vehicles safely and to provide customer-oriented service that is first and foremost safe for our passengers.



In any transportation system, operational emergencies will occur. First Transit believes that with thorough operator

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training and a high quality preventive maintenance program these emer[illegible] be minimized. Emergency preparedness topics covered include:

- General emergency guidelines;
- Suspicious packages and activities on board;
- Emergency evacuation of vehicles;
- Vehicle breakdowns;
- Unanticipated and severe inclement weather;
- On-board medical emergencies;
- Assaultive behavior;
- Vehicular accidents; and
- Accident/incident reporting procedures.

Safety Retraining

Mandatory monthly safety meetings are conducted to discuss topics of local importance. These meetings are designed to reinforce the position that safety occupies on the job. First Transit encourages MetroAccess' participation in the monthly safety meetings as a way to underscore the importance of safety among our employees.

All drivers will receive routine and continuous retraining on safe operation of revenue vehicles – a minimum of 12 hours annually. All drivers and supervisors will also receive refresher training in these programs annually. First Transit's management team will track driver's years of service in order to schedule their retraining sessions in a timely manner. Class completion certificates will be maintained in the driver's individual safety files.

Crime Prevention

The prevention of crime directed towards staff and ridership is the responsibility of all parties – from First Transit on site management, to corporate safety and senior managers, to the supervisors, dispatchers, operators and administrative employees. First Transit has developed and implemented a process to bring together numerous government entities for inclusion in the process of reducing the on-going issues directed towards violence. The awareness and understanding of the violence fosters awareness for all parties towards all types of crime, which are outlined under the contingency planning portion of this section.

Occupational Safety and Health (OSHA)

First Transit adheres to, and is in complete compliance with each regulation under the Occupational Safety and Health Administration, for the operation of a public transit system.

Blood Borne Pathogen Certification

Employees are trained, recertified and tested on the procedures and processes required for blood borne pathogens and other biohazards that they may encounter while operating a revenue vehicle. Additionally, administrative personnel also complete the training course to handle vehicles or incidents while not in revenue service.

Hazard Communications Regulations

Right to Know issues and First Transit responsibilities to ensure all employees understand their individual right to know regarding any hazardous materials within the local operations facility. All required documents, policies and procedures are posted in the facility to ensure a complete understanding for all parties.

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Fatigue Policy

First Transit understands the effects fatigue can have on an operator's ability to keep himself and his riders safe while driving, and work to ensure that our operators understand the possible implications of fatigue to their jobs. Effects of fatigue can include:

- Increased reaction times form the average of ¾ of a second
- Decreased ability to think clearly
- Increased irritability.

As part of our training on fatigue management, operators learn about the many factors that can lead to fatigue, including poor nutrition, illness, stress, sleep deprivation, etc., as well as a list of tips to help drivers remain alert and safe. Drivers are instructed that if they are too sleepy to safety continue driving they should call dispatch immediately and ask to be relieved from duty. Our training stresses that the only real solution to fatigue is to get some sleep.

For more information on our fatigue management program, see our lesson plan on the subject included as an **Attachment**.

TSI TRAINING

[redacted]First Transit's Regional Safety Manager, has been certified is set to begin soon teaching a Transportation Safety Institute module specifically on fatigue management. The half an hour course is designed to inform and guide transit operators and systems regarding the identification and treatment of individuals at high risk for obstructive sleep apnea and other sleep disorders, as well as general concepts about sleep and fatigue. The Course elements include:

- Sleep states and stages
- Sleep apnea and other sleep disorders
- Self-assessment quiz
- Sleep strategies
- Circadian rhythms
- Nutrition and exercise
- Over-the-counter drugs

Please see First Transit's Safety and Security Manual included as an **Attachment**.

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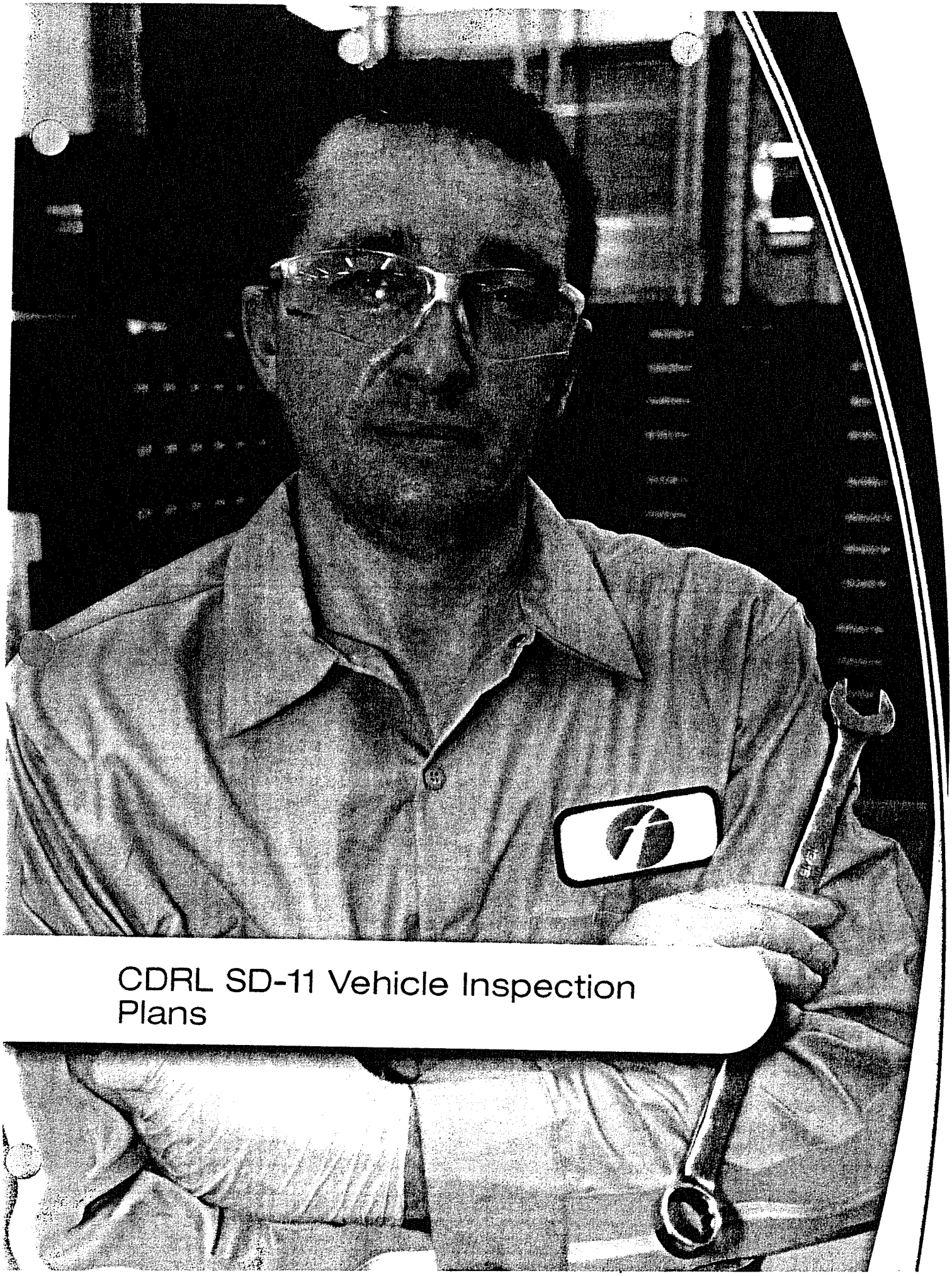
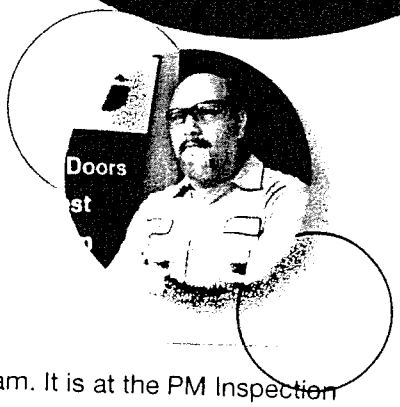


CDRL SD-11 Vehicle Inspection Plans

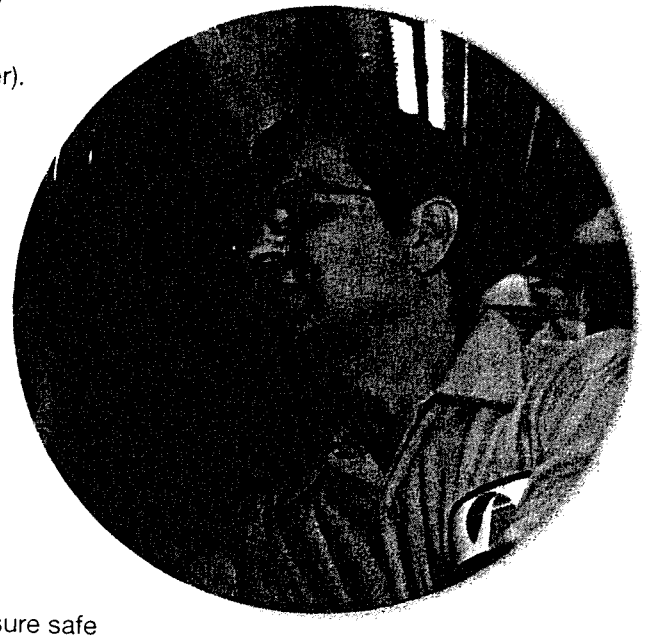


CDRL SD-11 Vehicle Inspection Plans

Preventative Maintenance Inspections

The PM inspection is the cornerstone of First Transit's maintenance program. It is at the PM Inspection that the vehicle's systems and components are checked, inspected and adjusted to maintain the vehicles in a like new condition (less normal wear and tear), and according to OEM configuration. For more information

First Transit selects a vehicle for a PM inspection based upon the daily mileage obtained through computerized records. The mileage window targeted is ± 500 miles since the last PM inspection (or as otherwise required by regulatory agencies or the manufacturer). This mileage window can vary based on industry-standard mileage estimates or manufacturer's requirements for the specific vehicle.



The level and complexity of the PM inspection depend on the type of equipment and the miles operated. First Transit categorizes the PM Inspection into three types, "A", "B" and "C" inspections.

Along with the vehicle PM Inspection, we also perform an air conditioning PM Inspection. The First Transit preventive maintenance program goes the extra step to ensure a reliable transportation program. Work orders, PMI Reports, and our Maintenance Management System are used to document our performance of the preventive maintenance process and to ensure safe and reliable vehicles are placed into service.

When a vehicle is scheduled for a PM inspection, the Maintenance Manager assigns the vehicle to a trained and qualified technician who performs the PM inspection at our garage. After the inspection is complete, a list of follow-up repairs is assigned to various specialized technicians who complete the repairs. Once follow-up repairs are performed, vehicles are released for revenue service. Our goal is to minimize the downtime and maximize the reliability of vehicles in service. Several sample PM inspection activities are discussed on the following pages. All procedures are in compliance with WMATA requirements.

A copy of our preventive maintenance inspection forms can be found as an **Attachment.**

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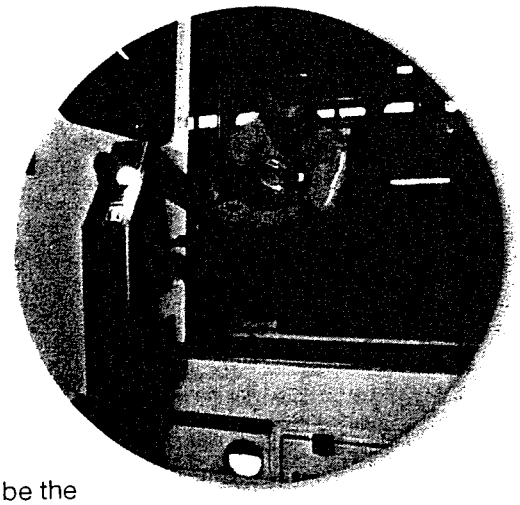
Electronic Preventive Maintenance

First Transit has developed a systematic electronic data inspection process called Electronic Preventive Maintenance (EPM). The program uses preset reports and queries to identify trends in the fleet or on a particular vehicle. This gives the PM technician the information needed to perform a better PM. The EPM can be performed at the vehicle, fleet, location or company level. The inspections can be performed by technicians, Maintenance Managers, Region Maintenance Managers, and the Vice President of Maintenance. All levels of the company perform EPMs on a regular basis.



WHEELCHAIR LIFT PROGRAM

Because of historical demands associated with the wheelchair lift apparatus and technology, significant effort is dedicated to keeping the wheelchair lift operational. At each PM inspection, technicians lube the lift and perform a comprehensive inspection of the lift. The technician looks for structural deficiencies and hydraulic leaks. In addition, operation of the platform, sensors, barrier, and controls are checked along with the condition of the securement devices. Most importantly, all lifts will be cycled daily before a vehicle enters service. Drivers report all lift malfunctions. Vehicles with inoperable lifts are not placed into revenue service.

AIR-CONDITIONING/HEATING PROGRAM

Preventive maintenance for the climate control systems – heating and air conditioning – is performed at the proper PM Inspection intervals in accordance with the preventive maintenance recommendations of the manufacturers of the heating and air conditioning systems. The entire fleet will contain fully operational air conditioning and heating systems.

First Transit's extensive preventive maintenance program includes specific procedures for the climate control system. The written program meets or exceeds the manufacturer's recommended PM program and includes the following components.

- Safety;
- Shop tools required;
- Inspection – visual inspection, system diagnostics, component operation, leak testing, component replacement, component servicing, component cleaning; and
- Documentation.

Prior to peak air conditioning and heating season each year, the entire system is checked and cleaned to ensure optimum performance of the system. Air-conditioning repairs are made in accordance with all applicable regulations including those outlined in the Clean Air Act of 1990 including, but not limited to, the use of certified mechanics, an approved Freon recovery system, and the tracking of Freon used for each repair.

BRAKE PROGRAM

An inspection of brakes, and adjustment if necessary, is made during the scheduled PM inspection. Any defects detected on a brake system, or any other safety-related system, are corrected prior to the vehicle being placed back into service. After all brake system repairs (as well as other major vehicle repairs) are completed, the brake system is tested to ensure its proper operation. It is First Transit's policy to use only OEM quality parts and repair practices to maintain our brakes.

FLUID REPLACEMENT AND LUBRICATION

All lubrication, oil, and filter change intervals are performed in accordance with OEM and manufacturer specifications.

RADIOS/ COMMUNICATIONS SYSTEM

First Transit vehicle operators check the operation of all two-way communications equipment during the pre-trip inspection process. Any unit not working will be reported immediately to MetroAccess and the vehicle taken out of service.

Daily Inspection Program

In between PM inspections, drivers perform daily pre-trip inspections that are designed to spot safety or other items requiring immediate attention such as air leaks, fluid leaks, burnt-out light bulbs, graffiti, and body damage. The driver notes any defects onto a Daily Vehicle Inspection Report (DVIR) so First Transit maintenance staff can respond. The driver's inspection includes:

- Directional signals and flashers;
- Headlights;
- Brake lights and tail lights;
- Windshield wipers/washers;
- Interior lights;
- Horns;
- Parking brake;
- Door operation;
- Seat belts;
- Air conditioner/heater/defroster
- Tires and steering;
- Radio
- Body's exterior, interior and associated equipment and supplies;
- Transmission and engine operation;
- Check windshield for cracks;
- Wheels/lugs; and
- Vehicle cleanliness.

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FLEET ASSESSMENT AND QUALITY CONTROL

Fleet assessment is ongoing and addresses the condition of individual vehicles in the fleet. It is First Transit's company policy that our Maintenance Manager will re-inspect up to ten percent of all PM inspections. The assessment includes an evaluation of the condition of the vehicle and the identification of any maintenance activity required to bring the vehicle into compliance with state-of-readiness and generally accepted fleet standards. We have forms and procedures in writing to facilitate and organize this process.

This re-inspection also serves as an opportunity to provide feedback to technicians regarding the quality of the work they are performing. In addition, our Maintenance Manager facilitates a major vehicle mechanical condition inspection and assessment for MetroAccess fleet on an annual basis.

Through the use of both the driver pre-trip inspection process and management review, First Transit ensures that all shuttle vehicles placed into service comply with all applicable state and federal laws for commercial vehicles carrying passengers in Virginia, Maryland and DC.

A First Transit Safety Manager from our corporate maintenance staff will perform an annual shop audit. This audit and the maintenance program update will ensure our compliance with contractual requirements, First Transit maintenance standards, and local, state, and federal regulations. This audit is performed annually with a 90-day follow up inspection.

INVENTORY CONTROLS

First Transit's goal is to always have high quality parts available for technicians to make repairs as they are needed. To accomplish this goal, we use the following basic principles.

- Use only OEM/OEM-equivalent quality parts. Just as we strive to cultivate partnerships with our customers, we work to do the same with our vendors. First Transit has over 60 vendors we have set up Corporate Purchasing Agreements or CPAs. This relationship ensures that we get quality parts, good service and fair pricing. Some examples of the companies we have CPAs with are; Exxon/Mobil, Interstate Batteries, Michelin, Bridgestone, MCI Parts, Eldorado National, Baldwin Filters, Navistar and Freightliner.
- Proactively manage stocking levels. We use FirstBase as a tool to manage our inventory. We set every part in the system with a preferred vendor, a backup vendor, alternate part numbers, reorder points, and restocking levels.

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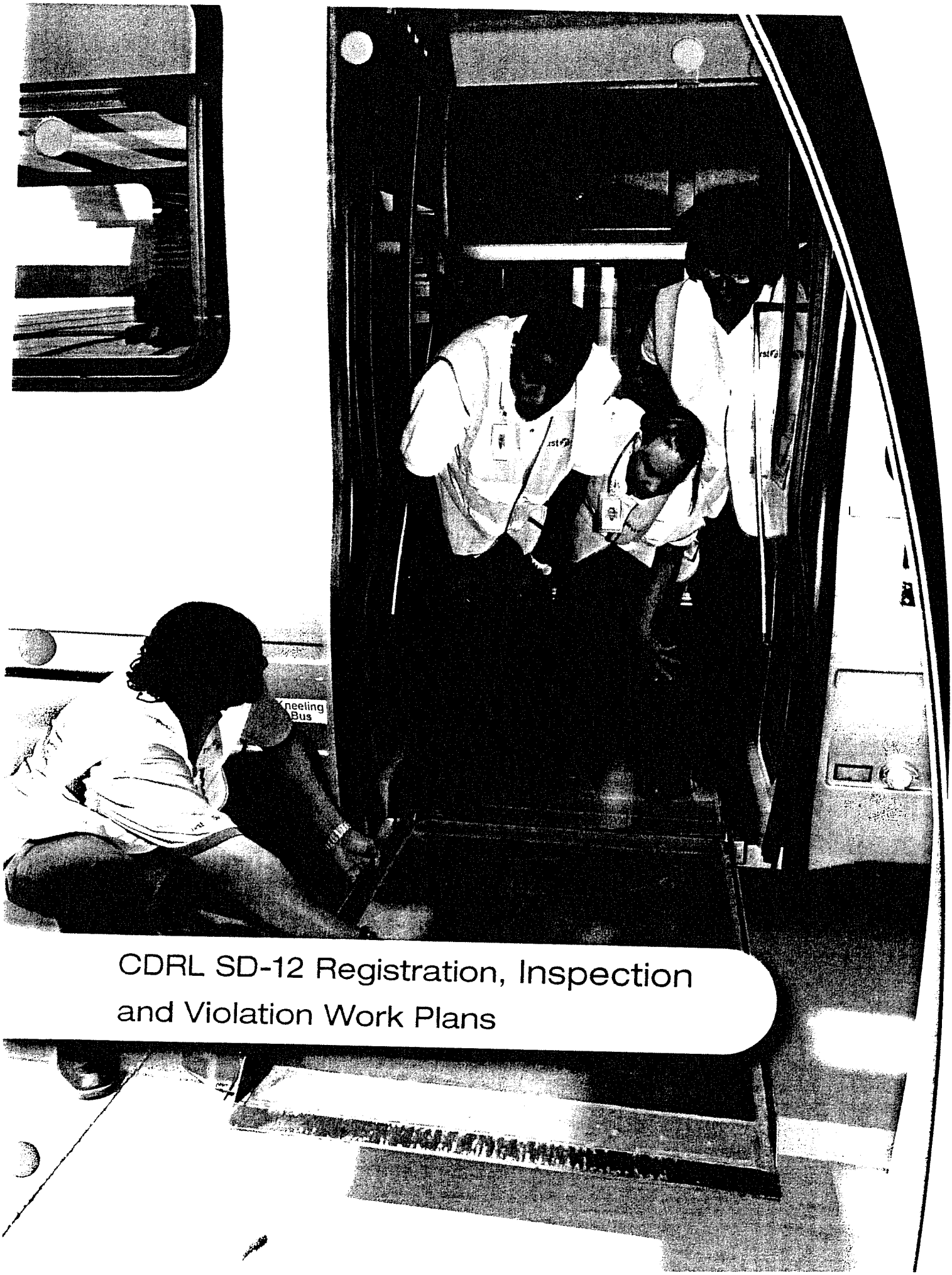

CDRL SD-12 Registration, Inspection and Violation Work Plans

CDRL SD-12 Registration, Inspection And Violation Work Plans

First Transit is committed to insure that we both meet and comply with all operational regulatory requirements as defined by WMATA. In addition we will insure that Sub-Contractors comply with operational regulatory requirements as required by WMATA.

Registration

First Transit will comply with any necessary registrations, as we currently do in our other DC-area projects, and all across the country.

Inspections

First Transit will comply with all inspections as required by WMATA and other agencies.

Violations/Liquidated Damages

Any assessment of liquidated damages against First Transit is consistent with that of similarly situated companies. Indeed, on average, First Transit runs over 120 million passenger miles per year and oversees over 235 contracts. It would be impossible to expect that on occasion First Transit would not be assessed a liquidated damage. To the best of First Transit's knowledge, within the last five years we are not aware of any instance where the assessment of a liquidated damage or damages resulted in a First Transit customer declaring default.

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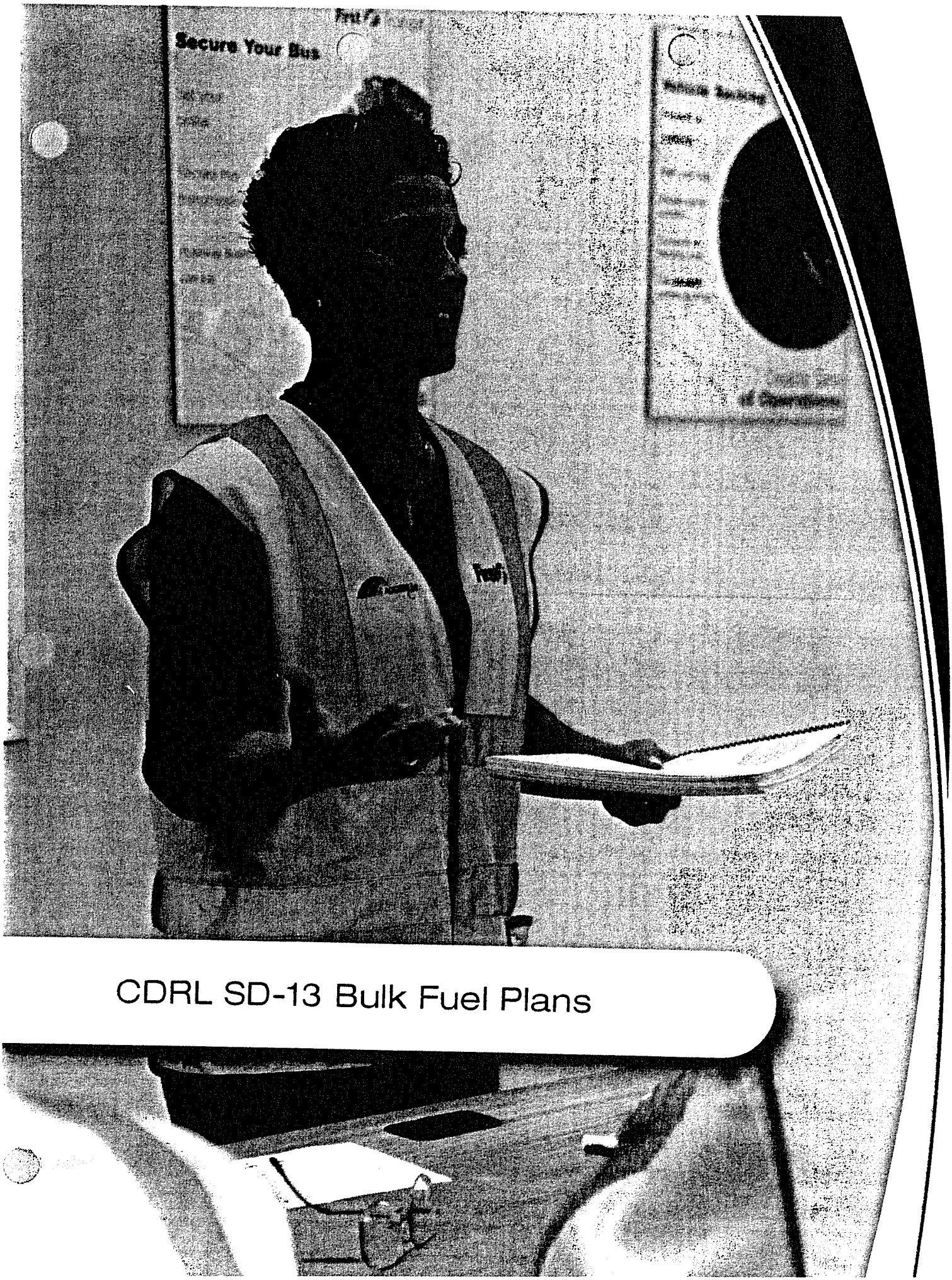
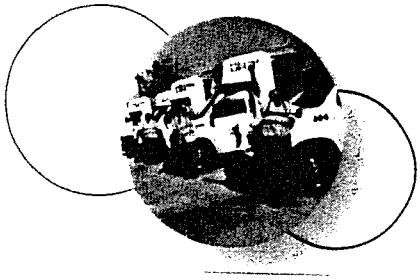


CDRL SD-13 Bulk Fuel Plans

CDRL SD-13 Bulk Fuel Plans



Fuel Management

Firstbase, our maintenance information system, can integrate with leading fuel-management systems to report onsite fuel inventory, support data capture for off-site fuel purchases, and manage use of fuel.

Diesel Emission Fluid - 2010 Engine Requirements

- Engines manufactured from 2010 forward require additional emission reduction technology
- OEM's other than International use Selective Catalytic Reduction technology using Diesel Emission Fluid
- DEF consumption is 2% of diesel fuel consumption
- Requirement is similar to European Standards
- SCR method improves fuel economy by 3-5%
- Yara International is the World's # 1 producer and seller of DEF
- DEF is available in bulk, mini-bulk, totes, and packaged
- Some information of what to expect from 2010 engines with Selective Catalytic Reduction (SCR) and Diesel Emission Fluid (DEF):
- DEF is a very specific blend of 32.5% automotive-grade urea and 67.5% de-ionized water. The 32.5% is key because that's the concentration at which the solution achieves its lowest possible freezing point. It's also the point at which DEF can go through a freeze/thaw cycle and remain in the proper ratio.
- DEF is safe to handle and store – nontoxic, nonpolluting and nonflammable.
- DEF has a shelf life of over one year when kept at the recommended temperature of between 12°F/-11°C and 86°F/30°C.
- DEF consumption varies between 2% and 3% of fuel consumed, based on climate, duty cycles and load factors. If you are experiencing usage at a rate higher than 4%, you need to check the lines, connections and DEF tank for possible leaks.
- DEF indicator lamps are designed to come on when there's only 10% DEF left in the tank. The lamps flash when the level drops below 5%. There will be a reduction in engine power and torque performance if DEF levels drop below 2.5%, and the bus will go to a 5 mph maximum speed when started up if the DEF tank is allowed to go empty.
- A bus averaging 8 mpg can expect to go approximately 8,000 miles (12,875 km) on a 20-gallon tank of DEF.
- The only required maintenance of the DEF system is a filter change every 200,000 miles (320,000 km).

Alternative Fuel - CNG Experience

Since 1992, First Transit and acquired companies have steadily increased the number of alternative-fueled vehicles and facilities under our direct control. We have maintained more than 300 CNG powered

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vehicles in a variety of environments, but mostly in urban settings including, for example, Los Angeles (on behalf of Foothill Transit in Pomona), Las Vegas, Houston, and Reno. First Transit has gained valuable experience in the maintenance of alternative-fueled vehicles manufactured by several companies.

We are committed to and routinely send maintenance personnel to OEM Factory Schools such as Detroit Diesel, Cummins Engine Corp, and the Natural Gas Vehicle Institute in Las Vegas in order for specific staff to be certified in the area of CNG.

Anti-Idling Policy

First Transit Policy is that no bus will idle in excess of 3 minutes while not in transit unless certain exceptions exist. In addition to federal law, many States have their own exceptions that permit limited idling in excess of the statutory maximum idle time. Most exceptions deal with passenger safety and comfort during extreme cold or heat. Other exceptions exist during maintenance when the repair or test requires that the engine be running for a period of time. Even when a valid exception exists in a certain situation, best efforts should be used to keep idling to an absolute minimum.

When bus drivers arrive at loading or unloading areas to drop off or pick up passengers, they should turn off their buses as soon as possible to eliminate idling time and reduce emissions. The bus should not be restarted until it is ready to depart and there is a clear path to exit. Exceptions include:

- Conditions that would compromise passenger safety, such as extreme weather conditions,
- Idling while in traffic, and
- Repairs or maintenance that requires the engine to be running. Even where exceptions exist, best efforts should be made to limit engine idling at all times.

Anti-Idling Signs

In an effort to ensure compliance with the idling laws of the many states and jurisdictions in which First Transit operates, the Company has prepared signs to be posted in every location where operators (drivers, maintenance, and any other employees who drive Company vehicles) congregate during the day.

Performing Idling Inspections

Bus idling inspections are required to be conducted six (6) times per month, with no more than three (3) inspections conducted on a particular day of the week during a given month They should be alternated between AM, Mid-day, and PM.

In addition to the physical inspections that must be performed, First Transit Managers monitor idling times daily and take appropriate corrective action where violations are noted. It is imperative that idling be kept under or at state and local regulations.

Daily Fueling Procedures

The following procedures are proposed for use at our MetroAccess facilities, subject to revision by WMATA to meet current requirements and processes:

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Diesel Fuel Monitoring

- Check meter reading to verify capacity for load.
- Call vendor and order shipment.
- At time of delivery, stick and check meter for capacity. Vendor records readings on invoice.
- Vendor loads fuel into tank.
- Stick tank and take meter reading. Record information on invoice.
- Inspect area for spills. Should spill occur, follow fuel spill procedures.
- After Maintenance Foreman verifies delivery, he signs invoice and forwards to WMATA for processing. File copy into invoice file. Record information on fuel log. When fuel log is filled place into invoice file.

CNG Fuel System Monitoring and Use

The IMW series CNG Dispensers are designed for fast fill refueling of any NGV vehicle equipped with a compatible on board refueling receptacle. A single trained person can safely use the dispenser to refuel the NGV vehicle by following the procedure below.

- Position the NGV vehicle such that the refueling receptacle of the vehicle is within the range of the dispenser refueling hose.
- Connect the refueling nozzle to the vehicle-refueling receptacle.
- If a proper connection has been made, the nozzle will remain securely fastened to the receptacle.
- Open the fill nozzle valve by rotating the handle 1/4 turn counter clockwise.
- Move the dispenser authorization lever to the on position. Gas will now begin to flow into the vehicle.
- When the vehicle has finished refueling, a buzzer will indicate end of fill.
- Close the fill nozzle valves by rotating the handle a 1/4 turn clockwise. As the nozzle valve is closed a small amount of gas will be vented to atmosphere through a return line or directly at the valve.
- Remove the fill nozzle from the vehicle receptacle.
- Return the fill nozzle back to its holder on the dispenser.

Service Lane Procedures

- Pull bus into service lane.
- Place spill container under fuel door and start to fuel the bus making sure the nozzle is in the proper position and will not fall out of the spout. When fueling is completed, return nozzle to pump and check engine oil, transmission fluid and engine coolant; add if needed. Also check for oil, ATF, and coolant leaks. Document any leaks on fuel report and reports it to the lead.
- Enter correct information onto the fluid log, collector including fluids added, mileage, and bus number.
- Check windshield washer fluid level and add as needed.
- Check all light operation. Repair or report lights that are out.

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- Check for body damage (scrapes, dents and cracked windows). Fill out bus damage report if any damage is noted.
- Check for low or flat tires visual.
- Check for broken wheel studs and loose nuts. If there are any studs broken or loose nuts, report it to lead person. Any bus with these defects will not go out. Our use of arrows on lug nuts helps to prevent problems with wheels.
- Fold in mirrors and prepare to enter bus wash (proceed no faster than a foot every two seconds). If the mirrors or mirror will not fold in, make sure to free it up so it will fold in. If mirror will not fold flat to window, the bus wash will not be used.
- Park the bus on proper track observing the 5-mph maximum speed limit.
- If any fluids are spilled while filling or topping off, contact the lead man; clean up the spilled liquid; and fill out a spill report. If the spill exceeds one gallon and has reached the floor drain, immediately turn off the sump switch and call appropriate parties as soon as possible.

Fuel Reconciliation Procedures

- At the end of shift, daily service sheet is turned into foreman. Information from daily service sheet is forwarded to Maintenance Manager for input into the FirstBase/Datastream system.
- The Maintenance Supervisor records tank meter reading onto fuel log.
- Division Maintenance Manager compares fuel tank meter readings to daily service sheet and reports any discrepancies to Director of Maintenance.

Emergency Procedures for the Fuel Island and Facilities

First Transit will implement a facility evacuation plan and fire prevention plan that will be included in our training programs. This will include special provisions for CNG fueling and tank/facility vacuum and monitoring of dangerous gas levels.

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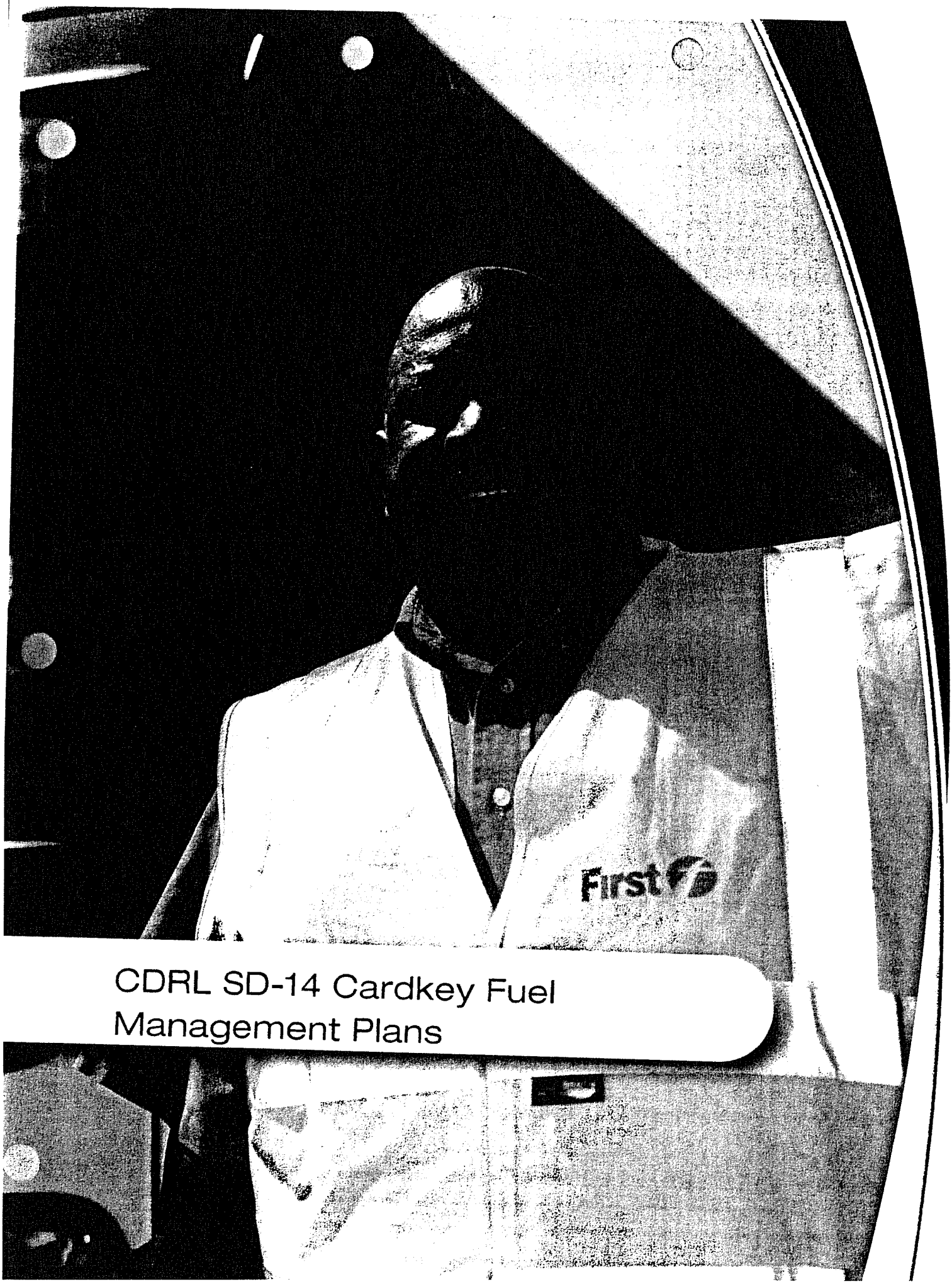

CDRL SD-14 Cardkey Fuel Management Plans

CDRL SD-14 Cardkey Fuel Management Plans

Cardkey Fuel Management

First Transit proposed two park-out locations for consideration in 35%-50% service delivery plan that will not have onsite fuel tanks for bulk deliveries, and we will propose the implementation of Card Key Fuel Systems for those sites if approved by WMATA:

- Independence Ave NE #8A, Washington, DC –RFK Stadium, 3,500 sq. ft. module office/secured/fenced, parking for 50 vehicles
- 6911 Industrial Rd., Springfield, VA 20151 parking for 50 vehicles
  (Note: operational use must be approved by WMATA)

First Transit has over 700 + locations, with over 15,000 Card Key Fuel System cards in distribution. First Transit will work with WMATA and ensure that if Card Key Fuel System is implemented that we will assume the responsibility for the security of cards, access and PINs associated with the Cardkey system. In addition, we will ensure that each card shall be used only for the assigned vehicle and employees will use only the PIN assigned to that employee and the odometer mileage shall be entered accurately. Listed below are highlights of First Transits Cardkey Fuel Management Program:

FIRST TRANSIT FUEL CARD PROGRAM GOALS

- Standard retail card program – "One-Card-Support"
  - Provides diesel, gasoline, ethanol, CNG and other fuels
- "Universal" acceptance (card-locks), accepted at over 30,000 facilities
- Automated transaction process – detail fuel transaction, fuel type, pricing
- Competitive pricing –with volume driven discounting
- Decision support for local fuel station selection
- Each driver/vehicle is issued a fuel card – Vehicle Cards
- Support "occasional card use" - Site Cards
- General availability In Canada – excluding card-locks

MANAGEMENT REPORTING

- Complete transaction / billing detail
- Real-time fraud alert and management
- Individual location on-line access allows for real-time transaction management
- Decision support –Savings Opportunity "Smart-Buy" – Identify best price today
- Fraud Protection

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TRANSACTION DATA

- Driver / Vehicle
- Product Type (diesel/gasoline)
- Gallons
- Price per gallon
- Date / Time
- Merchant Data
  - Level 3 data where possible:
  - Vehicle number
  - Odometer reading
- Declined transaction History

PRIMARY FRAUD PREVENTION

- Limit by Volume / Dollar supporting multiple profiles
- Transaction limits – per day, per week as required
- "Fuel only" purchase – to further manage expense
- Automatic protection to decline transactions outside of profiles
- Local manager responsibilities – "hands-on", or "hands-off"
- "Real-Time" on-line transaction data
- Real-Time card management (add, change, delete)
- 24 x 7 telephone support
- Manage non-level 3 transactions
- Real-Time alerts
- Password protection

CENTRALIZED RETAIL FUEL MANAGEMENT

- 700+ First Group locations using retail cards – over 15,000 cards in the field
- 17 different fuel types purchased (grades of diesel/gasoline)
  - Reduce use of "premium" fuel by 75%
  - Average Diesel fill is 26 gallons
  - Average Gasoline fill is 15 gallons
  - Odometer readings entered 80% of the time – allow for additional analysis
- Future initiatives
  - Tax refunds, rebates and credits by state
  - Implement local "Smart-Buy" with daily pricing alerts
  - Expand use of fleet cards for non-fuel purchases (park-outs)

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COMDATA

Cardholder Activity - Fleet

Produced Monday 1/6/2003 3:41:31PM

Transaction Date(s) From 8/1/2003 to 8/4/2003

ACCOUNT CODE: X0001 | CUSTOMER ID: ALL
REPORTING OPTIONS: ACCOUNT
PRIMARY SORT: NONE | CARD NUMBER: ALL
SECONDARY SORT: NONE | EMPLOYEE NUM: ALL

Transaction	Purch Date/Time	Lvl	Merchant Name	City, State	ID	Vehicle Number	Misc 1	Misc 2
T00043516	8/2/03 2:43 am	F	44OCO OIL 047381	HAMLET, NC	030212	6546	SOUTHERN	1507

Miles Driven	Odom	MPG	CPM	Description	Unit/Gins	PPU/G	Cost
172	18 348	9 29	80 20	UNLEADED REGULAR	20 74	$1 630	$34 00
				Transaction Total:	20.74		$34.00

T00047198	8/3/03 11:29 am	F	BP OIL 10405448	THORNVILLE, OH	C00171	6546	SOUTHERN	1507

Miles Driven	Odom	MPG	CPM	Description	Unit/Gins	PPU/G	Cost
123	264 777	9 17	80 15	REGULAR LEADED GASOLINE	13 40	$1 390	$18 75
				Transaction Total:	13.40		$18.75

T00052828	8/3/03 5:10 am	F	MARATHON ASHLAND 8	RAYMOND, OH	C00468	6546	SOUTHERN	1507

Miles Driven	Odom	MPG	CPM	Description	Unit/Gins	PPU/G	Cost
0	1	0 00	80 00	#2 DIESEL	37 36	$1 430	$53 75
				Transaction Total:	37.36		$53.76

T00057824	8/3/03 10:34 am	L	SPEEDWAY 7320	CLEVELAND, OH	C00541	6546	SOUTHERN	1507

Miles Driven	Odom	MPG	CPM	Description	Unit/Gins	PPU/G	Cost
0	0	0 00	80 00	DIESEL PREMIUM	40 82	$1 900	$59 00
				Transaction Total:	40.82		$59.00

T00060053	8/3/03 5:50 pm	N	AGNT FEE	NFT TRAVEL, NY	FLEET	6546	SOUTHERN	1507

Miles Driven	Odom	MPG	CPM	Description	Unit/Gins	PPU/G	Cost
				Transaction Total:			

T00065810	8/3/03 11:30 am	F	SHELL OIL 5752360390	CORNERSVILLE, TN	0R4298	6546	SOUTHERN	1507

Miles Driven	Odom	MPG	CPM	Description	Unit/Gins	PPU/G	Cost
0	155 870	0 00	80 00	#2 DIESEL	58 42	$1 490	$82 34
				Transaction Total:	58.42		$82.34

T00073192	8/3/03 5:25 am	F	SHELL OIL 5336460008	CLEARWATER, SC	350461	6546	SOUTHERN	1507

Miles Driven	Odom	MPG	CPM	Description	Unit/Gins	PPU/G	Cost
0	99 182	0 00	80 00	UNLEADED REGULAR	24 82	$1 299	$32 00
				Transaction Total:	24.82		$32.00

This is not an invoice. Gallons and other point of sale information is as accurate as the merchant reporting allows

More information on our fraud management plan has been included as an **Attachment.**

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CDRL SD-15 System Safety Plan and COOP

- Preparing reports which show planned results and actual accomplishments.
- Distributing reports to responsible individuals.
- Obtaining feedback for explanation of variances and actions taken.

New technologies and information systems implemented by MetroAccess during the contract period will be accepted by First Transit and integrated into our daily service monitoring and management activities.

First Transit believes that well designed management reports are an essential component of both internal and external communication in a transit system. As such, First Transit will utilize a group of reports that meet these communication objectives for MetroAccess. Each type of report is presented below along with the required parameters: data to be compiled, method of data manipulation and compilation, and reports/report frequency. All reports will comply with the requirements of WMATA:

PASSENGER INFORMATION

Data: Telephone comments, complaints, commendations, and requests.

Method: PC and database organization.

Reports: Sorted by: operators, safety comments, ADA comments, equipment comments, service requests, schedule modification requests, customer information

PASSENGER COUNTS

Data: Passenger boardings by zip code and trip type.

System: Farebox software, driver manifests, computer generated report requests.

Reports: Summation submitted with billing.

AUTOMATED MAINTENANCE RECORD KEEPING

Data: Comprehensive garage/maintenance data requirements including PM cycles and completions, vehicle history, labor hours, and fluids consumption.

Method: Proprietary FirstBase computerized maintenance software.

Reports: Monthly; PM currency, vehicle and repair history, fuel and oil usage.

FirstBase reports address multiple levels of reporting that produce concise and complete reports that aid line and management personnel in performing their duties. FirstBase provides the weekly and monthly reports required. An overview of the system is included in the "Vehicle Maintenance" portion of this proposal.

TRANSPORTATION AND SUPERVISION RECORDS

Data: Various elements related to service delivery.
Method: Adept computerized reservations and scheduling software.
Reports: Daily Operations Report is the primary summary report.

Multiple records will be generated throughout the service day, which will help control and improve the delivery of service. The primary categories include dispatch log, radio record and service control information, supervisory reports of service and operator performance, conditions, accidents/incidents,

discipline and commendations, and payroll exceptions. This information is summarized by the Operations Manager, who incorporates it into the Daily Operations Reports (DOR) for review daily. Hard copies of original data items are retained.

SAFETY AND TRAINING RECORD

Data: Applicant/candidate file, training modules completed, operator qualification data and certificate, accident reports, retraining certifications, annual safety record evaluation, ongoing open BI/PD claims, physical damage to vehicles.
Method: FirstBase and Windows-based PC Software in conjunction with First Transit's proprietary intranet-based Safety Resource Center, and information from the DriveCam video system.
Reports: Monthly; training completion certifications, accident records, liability claims activity, physical damage summary.

Most of this information will be retained in operator/employee permanent hard copy records that are managed by the Safety and Training Manager. Accident files are maintained in the Safety Department.

We will submit information to WMATA in the most convenient method, whether by hard copy or electronic submittal. We look forward to working with you to determine the most effective method of transmitting data in usable manner.

Archiving System

All information management applications (with databases) and documents (Word, Excel, Power Point, Adobe PDFs, etc) created by the staff are stored on servers located in our data center where security to access this information is maintained using Active Directory. The data center is secured and can only be accessed by individuals with proper active directory credentials which have to be requested and approved by Management. Even with proper credentials, all individuals must sign a log and are escorted to and from the necessary IT asset (servers). The servers are backed up nightly at a minimum but if identified as necessary, will be backed up hourly to another server within the data center. Based on the different type of data backed up this information is then written to tape for storage to an off-site location.

For Backups (Can be changed to meet the requirements of a system):

- The default for file system backups are: weekly, daily incremental and monthly backups.
- The tapes are recycled after a year.
- Directories can be specified to have different backup periods – e.g. some may only need a weekly or monthly backup; others daily.
- Backing up of databases is done by exporting to the file system and then the net backup job backs up to tape

For Data Retention:

- Data Retention can be customized based on requirements of file types / system. E.g. if financial information, it may require 7 years etc.

Security:

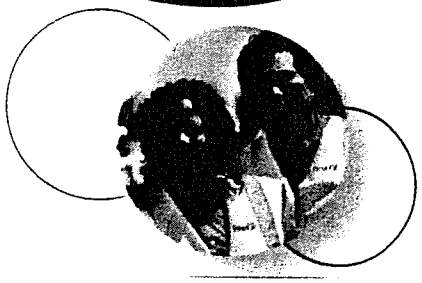
- File system permissions can be set to restrict access to directories.
- All users require AD authentication

- Any requests for restoring data needs to be approved by FGA Security

For Physical Security (to and in the data center):

- The Data Center is security controlled – no access to facility or servers by vendors unless escorted.
- Tapes are transported to/from an offsite storage facility by courier.

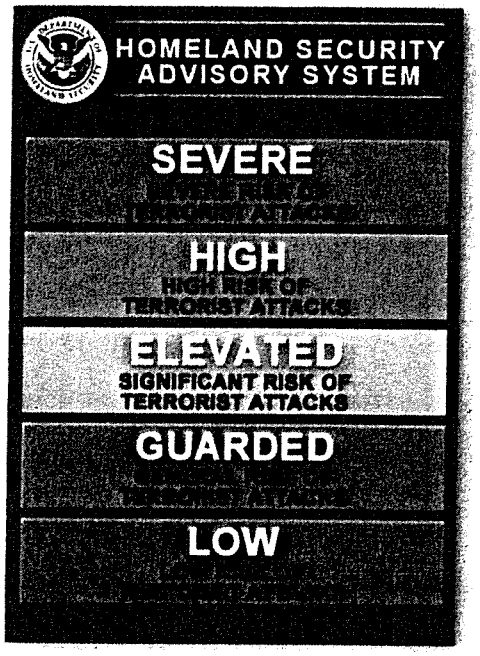
CDRL SD-15 System Safety Program Plans and COOP



Safety Plan

Information on our Safety Plan has been included within CDRL-10 Safety Plan.

Homeland Security Plan



First Transit has reviewed and understands the FTA Policy Statement relative to the Homeland Security Advisory System. We fully support the National Transit Response Model and work closely with the client to implement measures agreed upon that are in line with the standard procedures as provided by the FTA.

In the event a local or national threat occurs, First Transit will work with the appropriate supporting agencies in an effort to reduce the designated threat level. Our goal is to mitigate the risks associated with terrorist acts for passengers, employees, and facilities. In an effort to do this, we have identified potential risks and provided procedures to be followed associated with each risk.

Identified potential security risks include the following:

- Bomb threat;
- Terrorists and hostile actions;
- Biohazard emergencies; and
- Hostage situations.

Employees will receive training addressing the appropriate response to each of these situations and written instructions will be provided to each employee. In addition, we will take proactive measures at our local facility to include:

- The provision of two-way communication for all operators;
- Additional training for employees;
- Access to back up transportation from nearby operating locations;
- Open lines of communication and established relationship with local security agencies and law enforcement; and
- Local employees attending the FTA sponsored emergency preparedness and security forums.

The First Transit safety program complies with applicable federal regulations of the Occupational Health and Safety Administration and all applicable federal, state, and local safety and environmental laws, regulations, rules, codes, or orders.

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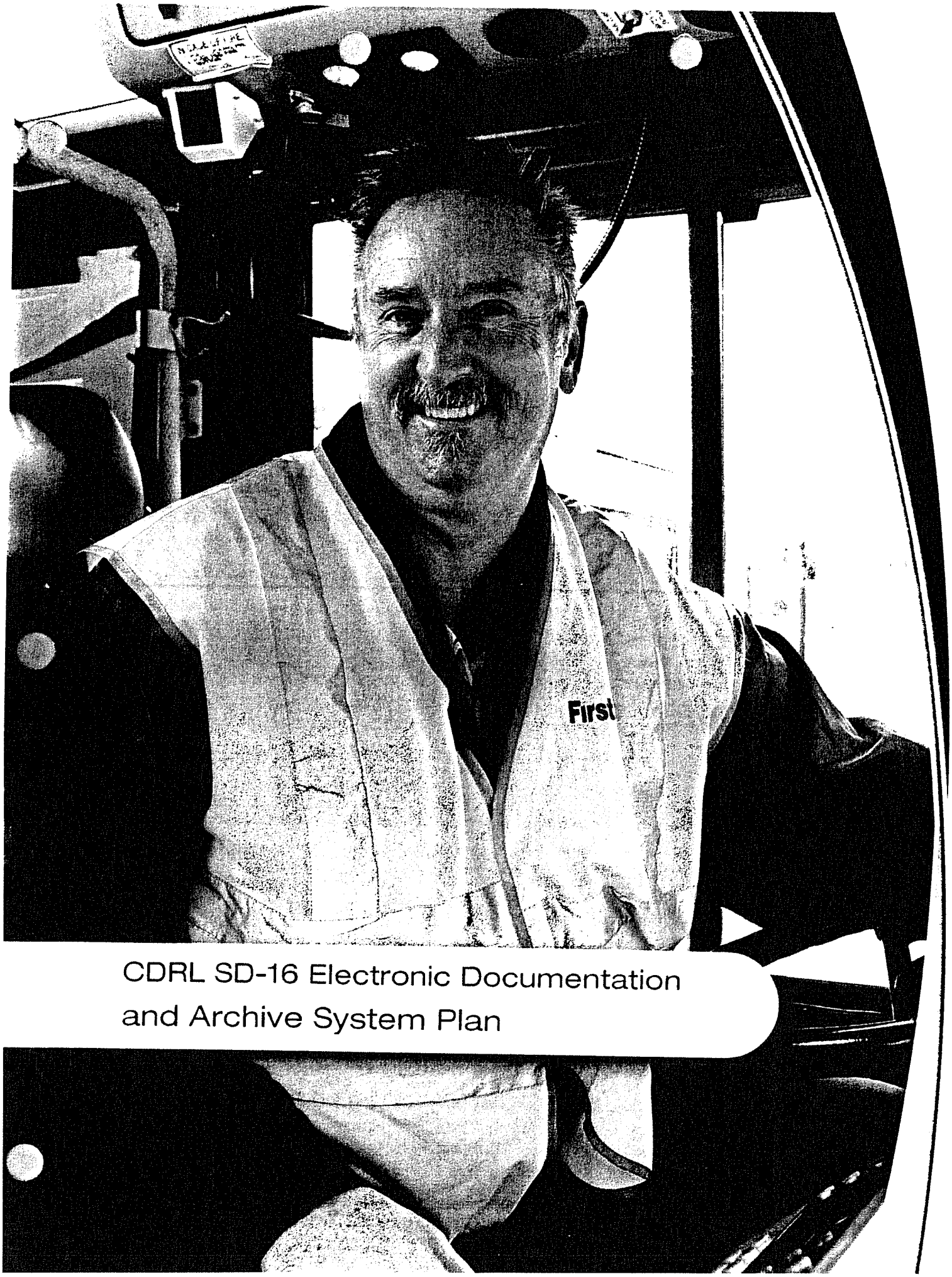
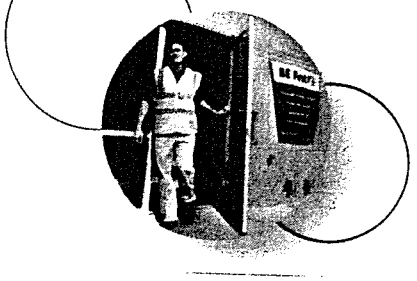


CDRL SD-16 Electronic Documentation and Archive System Plan

CDRL SD-16 Electronic Documentation and Archive System Plan



Documentation/Reporting Capabilities

First Transit understands the necessity of timely, complete and accurate transit system reporting. We will follow all requirements as set forth in the RFP, including the below.

NTD Reporting Requirements

Section 5307 (formerly Section 9) recipients fully appreciate the need to have confidence in their contractors to produce reliable and timely National Transit Database (NTD) information. This information covers not only the incentive tier of funding with passenger miles, but most importantly, vehicle revenue miles. It is vital for the contractor to know the NTD definitions and FTA recommended sampling procedures. Our staff is familiar with NTD requirements and knows how to produce accurate information on a timely basis. We have been familiar with NTD reporting requirements and the FTA Uniform Accounting and Reporting system for many years. This type of data collection and reporting has been implemented in our contracts throughout the country.

Other Reporting Requirements

We will submit Vehicle, Building, and Equipment maintenance-related information to the specification and satisfaction of WMATA. As WMATA's requirements for data may change from time to time, we will cooperate and assist in implementing revised data collection procedures and methods as established through new technology. First Transit will be responsible for accurate and timely completion of any requested forms at the WMATA-specified time intervals as outlined in the RFP. All data collected and/or reports generated will be prepared legibly and be typed or developed utilizing a Windows format and will be submitted electronically unless otherwise requested by WMATA.

WMATA's requirements for reporting and record keeping include the following.

- Passenger trips.
- Operational data.
- Vehicle and vehicle maintenance information.
- Revenue collection.
- DBE expenditures.
- Employee listing.

Management information is the function that provides management with the necessary information to plan, operate, and administer the transit organization as well as to document the results of the operation. Specific management reporting activities include:

- Incorporating, in the management information system, the capability to collect data on performance and measure progress toward established goals.
- Accumulating data from various sources.
- Processing data for presentation in reports.

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- Preparing reports which show planned results and actual accomplishments.
- Distributing reports to responsible individuals.
- Obtaining feedback for explanation of variances and actions taken.

New technologies and information systems implemented by MetroAccess during the contract period will be accepted by First Transit and integrated into our daily service monitoring and management activities.

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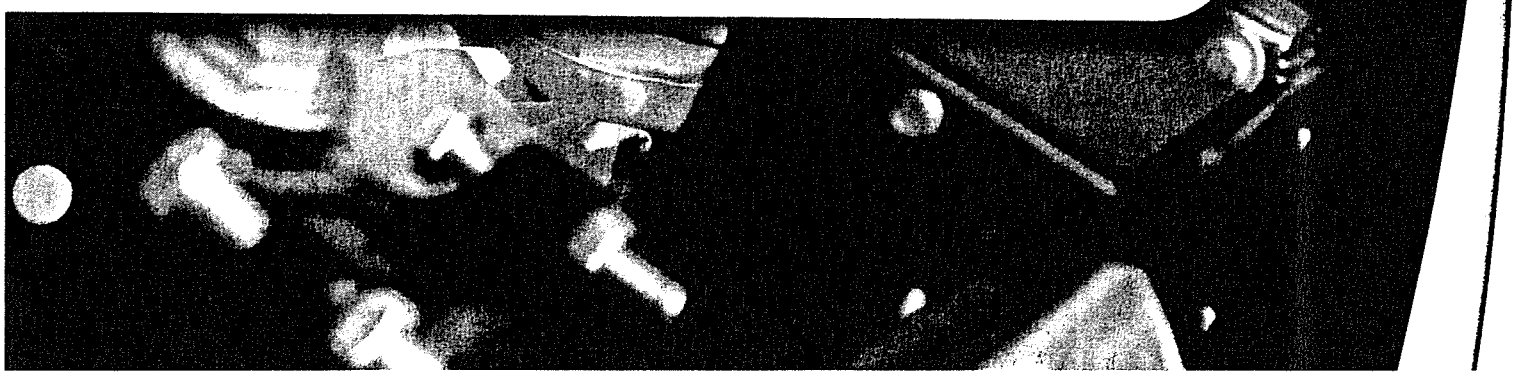
CDRL SD-17 Performance Plan



CDRL SD-17 Performance Plan

First Transit Key Performance Indicators

First Transit's Key Performance Indicator (KPI) program measures project performance in a number of areas critical to the success of the overall project, both operationally and financially. Performance review measures that are tracked and reported weekly include on time performance, missed trips, complaints, mechanical road failures and driver turnover. Additionally, various cost indicators related to operations and maintenance are tracked. Weekly statistics are measured against goals as well as past performance for trend analysis.

The Weekly Analysis Report (WAR) is reviewed by region staff and action plans are created in areas that need improvement. This method of performance analysis and review gives management at every level the opportunity to assess the overall performance of each project both on its own merit and in comparison to other similar projects. The tool is ultimately used to optimize operations and maintenance programs and insure service quality falls within or exceeds acceptable standards.

In addition to our internal reporting, we also will utilize First Transit reporting templates and software supplemented by outside software systems (e.g., ADP) to develop reports tailored to WMATA's specific needs.

Description of Performance Standards

First Transit holds all of our locations to the highest performance standards possible. See below for performance statistics for just a few of our contracts across the country.

Selected Paratransit Contracts

Service Quality Statistics

First Transit Location	Revenue Fleet	Trips on Time[1]	Missed Trips[1]	Complaints per 100K Passengers[2]	Miles Between Road Failures[3]
RTC Las Vegas, NV	325	96.40%	0.36%	0.14	12,316[4]
Omnitrans San Bernardino, CA	107	95.1%	0.000%	3.20	265,240
MTS San Diego, CA	137	94.0%	0.180%	8.60	44,755
Met Council, Minneapolis, MN	150	97.0%	0.000%	2.72	177,380
SEPTA Philadelphia County, PA	156	97.1%	0.000%	13.80	25,427

[1] Using local client threshold of on time and missed trips

[2] pertaining to services First Transit provides

[3] In accordance with NTD definition of mechanical road failure

[4] Las Vegas replacing 6.0L diesel fleet

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Quality Assurance

First Transit realizes that our clients look to us as partners in providing the highest quality of services possible. Our desire to provide this high quality service has led us to create a detailed quality assurance program. This program ensures that the service standards are not only met but also exceeded. Quality Assurance (QA) is a business management philosophy that aligns the activities of all employees of an organization with the common focus of customer satisfaction through continuous improvement in the quality of goods and services. First Transit's QA program applies a continuous improvement process using management metrics to measure progress and to establish goals and objectives for specific performance standards.

There are five focal points that First Transit uses to drive our continuous improvement process. These five focal points are:

- Focus on the Customer;
- Data-Driven Management;
- Mastering Processes;
- Proactive Management; and
- Accountability.

We view accountability as a key part of successfully executing all of the components of our quality assurance program. Our managers receive periodic accountability training. The training includes both individual and organizational accountability. Based on this training, First Transit's General Manager will empower location support staff to focus their attention in a way that maximizes productivity.

Established goals and objectives are ingrained in our culture, and our staff understands that their contributions are part of the overall successful management of the operation. As a result, support staff has increased their confidence level and enhanced their skills. Our entire team is on board in order for you to continue to reap the benefits of a finely managed transit operation.

We have included as an **Attachment** a sample of our policies/procedures that directly impact our performance.

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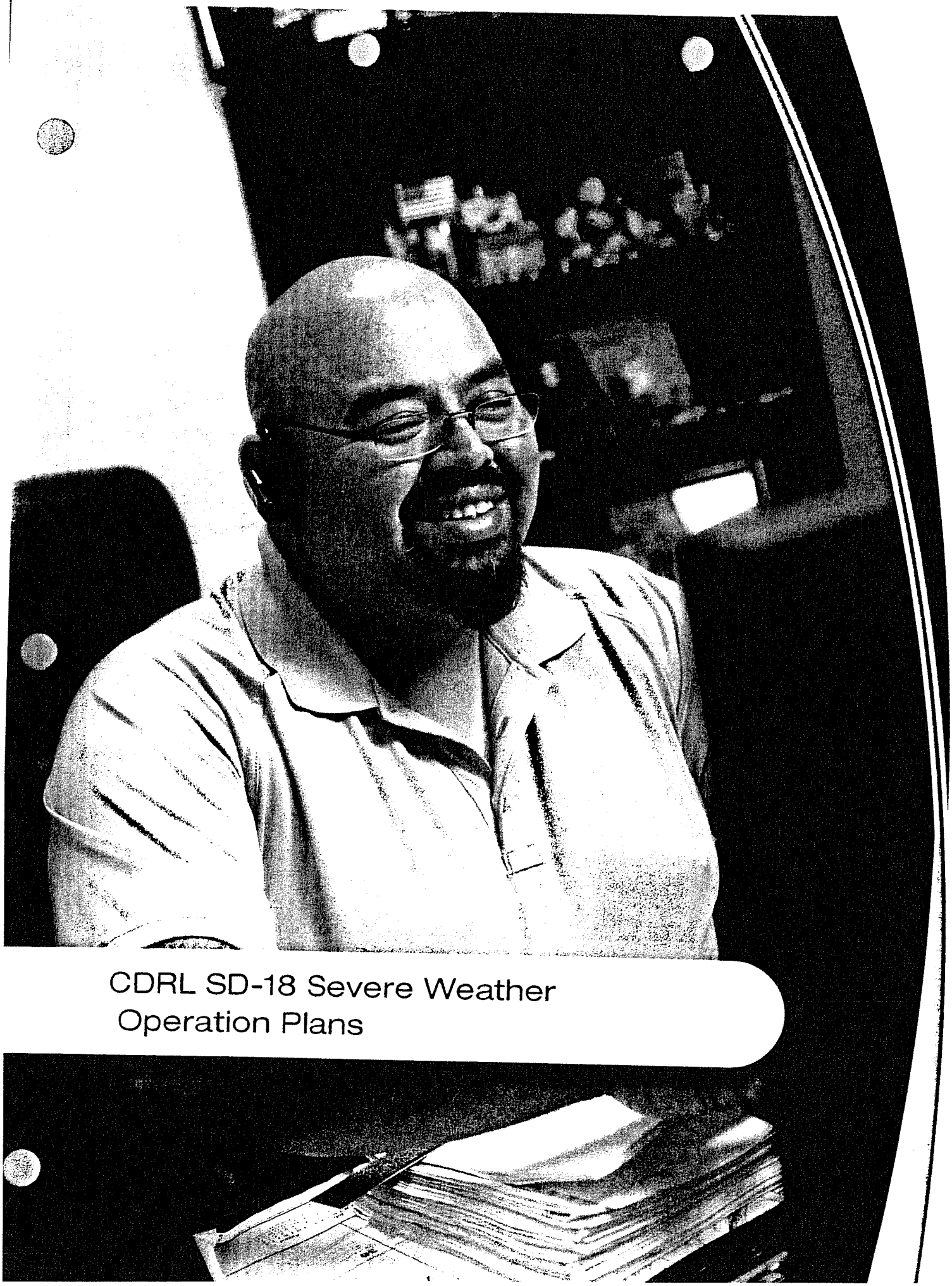
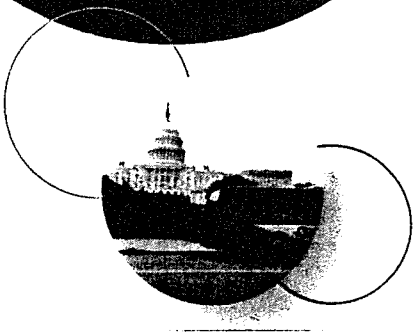


CDRL SD-18 Severe Weather
Operation Plans

CDRL SD-18 Severe Weather Operation Plans



Inclement Weather Plan

As with any emergency, First Transit will work closely with WMATA Staff to in the event of inclement or severe weather. Our goal in such situations is always reach out to help the community, and to make the safety of our MetroAccess Drivers, Vehicles and Riders a priority.

In the event of severe weather or any other emergency, First Transit works closely with WMATA personnel. This allows First Transit to stay on top of the latest events during an emergency, including road closures, ongoing relief efforts and any major service interruptions. First Transit's intent is to work closely with WMATA and to abide by the expectations of WMATA's standards and policies in the execution of critical emergency response procedures. First Transit's response includes:

- Severe Thunderstorms and Flooding – First Transit will rely heavily on critical information reported from dispatchers, as well as local TV and radio updates. Attention will be focused when a Flash Flood Watch or Flash Flood Warning is issued.
- Emergency reporting: First Transit will report all applicable emergencies to the police or fire department through 911. Additionally, MetroAccess will be notified and subsequently updated verbally or through the established reporting process.
- Hurricanes: Similar to other emergencies, First Transit will rely heavily on information being disseminated out of MetroAccess managers and dispatch. All feasible equipment will be secured or placed indoors for protection.
- Tornados: Tornadoes can strike with little or no warning. First Transit will rely heavily on critical information reported from our Dispatch, as well as local TV and radio updates. Warnings and Watches will be communicated to all employees to take appropriate actions. If directed, employees will go to the lowest floor level of their facility, stay away from windows, and get under a substantial structure. Following, special attention will be made for potential safety hazards in the immediate area.
- Evacuation Assistance – During the aftermath of Hurricanes Katrina and Rita several of the First Transit locations across the nation provided transportation to evacuees to various destinations, including the employees at First Transit's Reno, Nevada location, who coordinated with local emergency response officials in providing transportation for some 300 evacuees.
- Severe Cold – A basic rule to follow is to increase following distance and to reduce speed when it is apparent that drivers will encounter any of these conditions. Dispatch will ensure that all drivers are up-to-date on quickly changing weather conditions, and drivers will ensure that all operations are conducted safely.

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Driving Under Adverse Weather Conditions

We know that our drivers will face a variety of potentially hazardous conditions that will demand alert and skillful action. First Transit prepares our MetroAccess drivers through training and our ongoing support to deal with these challenges. Conditions drivers will face may include ice, snow, rain, high winds, mud, and fog. A basic rule to follow is to increase following distance and to reduce speed when it is apparent that drivers will encounter any of these conditions. Professional drivers can drive safely on extremely slippery surfaces by:

- Reducing the speed of bus
- Driving well to the right-hand edge of the road
- Watching side roads closely for entering traffic
- Being aware of patches of wet leaves and smooth blacktop surfaces

Conditions of Streets and Highways

Drivers can become thoroughly acquainted with a route and after a short time, may begin to take the road conditions for granted. But, conditions can change rapidly; potholes can develop overnight or the grade can wash away; the shoulder can become soft, loose gravel can appear and slick spots may develop through accumulations of snow and ice or oil deposits.

Each day, conditions are different and drivers must be on the alert to detect these changes before it is too late. It is of no use to say that an intersection accident happened because the road was slick. Such accidents usually happen because the driver fails to adjust his or her driving due to the road conditions.

Emergency Preparedness Responses Capabilities

First Transit has locally tailored and proven transportation plans for use during emergencies, as well as the aftermath and recovery phases. Additionally, especially with the increased threat of terrorism, transit systems must be involved with their local emergency operations center in order to respond in an efficient and organized manner. We work closely with our clients and support their needs in any emergency situation. First Transit systems have responded to such disasters as Hurricane Ike, Katrina and Rita. As examples of emergency preparedness at the local level, First Transit managers are experienced in the safe transportation of area residents during evacuations and severe weather events:

Houston METRO

HURRICANE RITA

Recognizing that portions of the Houston population were transit-dependent or might not choose to evacuate until the last minute, the City of Houston declared an emergency and METRO went into emergency operations mode to begin assisting with the evacuation of citizens. In a 48-hour time span, METRO used 1,000 buses, contract buses, METROLift vehicles, school buses, and taxis to transport 20,000 people out of harm's way. 9,500 of those were transported due to emergency evacuation requests via 911. A total of 28 buses were dispatched onto Interstate 45, Interstate 10, and highway 290

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to deliver 45,000 bottles of water to stranded motorists. The bottles of water were off-loaded from two tractor-trailers by a group of 350 volunteers, including First Transit employees.

HURRICANE IKE

In 2008 Houston was again challenged by Hurricane conditions, this time for Hurricane IKE. Early in the week it appeared that IKE would bypass the Houston area, but this changed dramatically on Thursday when it became obvious that IKE was headed our way. Management was called at 7:30 AM to meet with METRO for Hurricane planning, and we worked together to develop an action plan that included 20 drivers to be sent later that day to help evacuate Galveston while continuing to provide regular route service. Those drivers were held on standby, and used as directed throughout the day. These drivers were relieved late in the afternoon by a second group of drivers who were dispatched to assist with the evacuation of low lying areas in Houston.

First Transit was asked to again maintain Stand-By drivers for Friday, while making final customer service trips in preparation for Hurricane Ike. The dedication of our First Transit drivers and staff meant that we were able to respond quickly to the changing circumstances, and had drivers waiting for assignment as needed. METRO terminated service at 12:00 on Friday, and we secured the facility and vehicles to weather the storm. 72 vehicles were parked inside the shop to protect them from the weather.

Direct storm damage was not severe, but through Saturday most of Houston as without electricity or water, and it would be almost two weeks before power was restored in many areas. We were back up and running with 15 drivers as requested by METRO for Sunday morning, and ramped up service through the week as requested. We were always able to meet METRO's needs, even as they changed on short notice, and consistently had drivers and vehicles in reserve as services were restored to the greater Houston Metropolitan area.

Lowcountry Regional Transportation Authority

LRTA is the lead organization for the ESF-1 Evacuation Transportation component of Beaufort County's Emergency Transportation Plan. The First Transit management team has been responsible for carrying out the functions as outlined within the evacuation plan. Concurrently, LRTA coordinates with various local and governmental organizations to acquire supplementary transportation resources. The LRTA is also responsible for assisting with the provision and coordination of over 200 school buses used to evacuate 6,000 Marine Corps recruits from Parris Island, SC.

First Transit has several transit systems in coastal areas that are involved in hurricane evacuation responsibilities including Savannah, GA, Mobile, AL, Wilmington, NC, and Brownsville, TX, among many others. The wealth of

"In my position, I have the opportunity to work with many organizations. First Transit has been the most rewarding. The partnership we enjoy has allowed the Mobile Transit System to better serve our customers. This has been accomplished by the professional support and direction of First Transit."

[redacted] *Executive Director*
City of Mobile Historic and Downtown Redevelopment

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experience that these managers share, combined with our vast resources, is one of the advantages of choosing First Transit.

The Wave Transit, Mobile, AL

First Transit's Mobile Alabama location was in the thick of Hurricane Katrina from the beginning. Prior to the hurricane, The Wave assisted in evacuation of flood-prone areas, including areas outside of its standard fixed routes. Vehicles and trained staff were staged at the Emergency Operations Center and were ready to respond to calls of fire and flood, in case large numbers of people needed to be evacuated quickly. One nursing home was evacuated in this manner after the storm had passed, when generators needed more fuel and gas was becoming difficult to obtain.

The Wave transported individuals living in the hard-hit areas south of Mobile County (beyond the traditional fixed routes) to FEMA and other government offices to complete paperwork and obtain the assistance they need. The Wave transported evacuees to and from health care treatments, such as dialysis and doctor's appointments.

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