

First Vehicle Services and Brevard County Board of County Commissioners

Space Coast Area Transit Vehicle Fleet
Maintenance and Repair Management
Services

Contract

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CONTRACT

THIS CONTRACT is entered into this 17 day of September, 2013, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the "COUNTY") on behalf of Space Coast Area Transit (hereinafter "SCAT"), and **FIRST VEHICLE SERVICES, INC.**, a corporation having its principal place of business at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202 (hereinafter "FVS").

WITNESSETH

WHEREAS, the COUNTY provides public transportation services to the citizens of Brevard County through SCAT; and

WHEREAS, the COUNTY is desirous of obtaining the services of a qualified corporation to provide fleet management and repair management services for SCAT vehicles and equipment; and

WHEREAS, the COUNTY has competitively procured the services of FVS to provide vehicle fleet maintenance and repair management services as specified in RFP #P-4-15-10.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed upon by both parties as follows:

1. **SERVICES:** FVS shall provide fleet management and repair management services as defined in the Scope of Work set forth in Attachment A, attached hereto and made a part hereof by this reference, to assure the continuity of effective and economical operation of SCAT vehicles and equipment.

a. FVS shall perform services described herein at the North Terminal Facility located at 401 South Varr Avenue, Cocoa, Florida, 32922 and the South Terminal Facility located at 460 South Harbor City Boulevard, Melbourne, Florida, 32901 (hereinafter collectively known as "Terminals").

b. All vehicles covered by this CONTRACT are listed on the SCAT Vehicle Inventory set forth in Attachment B, attached hereto and made a part hereof by this reference.

c. FVS shall deliver and dispense all diesel fuel and gasoline used in connection with completion of the services under this CONTRACT from its facilities or authorized service stations. Fuel charges will be billed to the COUNTY as specified on Attachment C, attached hereto and made a part hereof by this reference.

d. FVS shall provide, use and maintain a fleet management information system to provide record-keeping and reporting for each vehicle, vehicle

category, and equipment in order to provide a basis for optimum fleet management and detailed maintenance and operating information for the COUNTY. FVS shall provide the COUNTY access to all computerized data related to the performance of this CONTRACT.

e. FVS shall provide the following written reports to SCAT on a timely basis: Invoices, Daily Vehicle Condition Reports, Fuel and Oil Reports, Tire Invoices, PM Inspection Sheets, Daily Availability Report, Washing, Waxing and Detailing Report, Drug and Alcohol Testing Reporting Forms, and Mileage Traveled Per Vehicle Report.

f. FVS shall be aware and comply with all statutes, rules, ordinances, orders, regulations, and requirements of all local, state, and federal agencies as applicable. FVS shall comply with all federal transit administration requirements as provided in Attachment D, attached hereto.

2. TERM: The term of this CONTRACT shall be for an initial period of three (3) years with an option to extend for one (1) additional two (2) year term, upon written agreement by both parties. The initial three (3) year term shall begin on MAY -- 1, 2015, and end on APR 30, 2018. The COUNTY shall notify FVS ninety (90) days prior to the end of the term regarding extension of the CONTRACT for an additional one (1) two (2) year term.

3. USE OF TERMINALS: FVS shall use the Terminals for the purpose of providing fleet management and repair management services for SCAT.

a. The Terminals and equipment provided to FVS for the term of this CONTRACT will become the responsibility of FVS. Upon the last day of the CONTRACT term or upon date of termination of this CONTRACT, FVS shall surrender the Terminals to the COUNTY in generally the same condition as when FVS took possession, allowing for change and modifications agreed to the parties over time, reasonable wear and tear, damages by acts of God, and FVS shall peaceably and quickly leave the Terminals.

b. FVS shall maintain, at its own expense, the interior, exterior, and infrastructure of the Terminals in a clean, neat and professional manner. If the Terminals are determined by SCAT as not in such manner, SCAT will notify FVS of such.

c. FVS shall inform SCAT of any degraded conditions and shall assist SCAT with minor and emergency repairs. SCAT shall supply utilities, including water, sewer and trash pick-up. FVS shall maintain all plumbing, sewer, tanks, piping, flooring and equipment used by FVS such as, but not limited to, overhead doors, compressors, lifts, bus washers, fuel pumps, air compressors, tire equipment, electrical and mechanical tools and equipment. SCAT shall be responsible for structural repairs to the Terminals, except for repairs caused by the damage or negligence of FVS.

d. FVS shall make no unlawful, improper, immoral or offensive use of the Terminals. No outside services shall be brought into the Terminals by FVS. FVS shall not use the Terminals or allow the use of the Terminals for any purpose other than that herein set forth. Failure of FVS to comply with this provision shall be considered a material default under this CONTRACT. In the event the Terminals are not used or ceases to be used for the purposes set forth herein, this CONTRACT shall terminate and the Terminals shall revert to the COUNTY which shall thereafter have the right to re-enter and repossess the Terminals.

4. RIGHT OF ENTRY BY COUNTY: The COUNTY or its agents reserves the right to enter the Terminals at any time to inspect them, to perform required maintenance or repair, to inspect FVS operations and equipment, or to perform other duties as required by the terms of this CONTRACT, or the rules, regulations, ordinances or laws of any governmental body. The COUNTY may, in connection with such inspections and repairs, do so without incurring liability to FVS for disturbance of quiet enjoyment of the Terminals or loss of occupation thereof, unless done so in unreasonable, willful, or negligent manner.

5. PAYMENT: FVS and the COUNTY mutually agree that all costs resulting from service under this CONTRACT shall be as specified in Attachment C attached hereto. The COUNTY reserves the right to deduct from any invoice an amount for work not provided but invoiced. The COUNTY shall remit payment in compliance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

FVS agrees to promptly provide the COUNTY with current financial statements and other reasonable financial information requested from time to time and to notify the COUNTY, in writing, prior to any substantial change in ownership or material disposition of FVS' assets. The COUNTY shall not be responsible for any costs except as specifically set forth in this CONTRACT.

6. FUNDING: The COUNTY may cancel or reduce the amount of service to be rendered if such action is, in the COUNTY'S determination, in Brevard County's best interests or if there is a lack of funding available for the service. In such an event, the COUNTY will notify FVS in writing thirty (30) days in advance of the effective date of cancellation or reduction.

7. INDEMNIFICATION AND INSURANCE: FVS agrees that it will fully indemnify and hold harmless the COUNTY and its agents and employees from any and all liability, claims, damages, losses, expenses (including attorney fees), proceedings and causes of action of every kind and nature arising out of or connected with the performance of any service, programs, duty or obligation herein set forth or with the use, occupation, management, or control of any vehicle or facility herein provided for or any improvement thereto or any furniture, furnishings, equipment, and fixtures used in connection with said vehicle or facility (collectively "Claims") to the extent such Claims are a result of FVS' negligence.

FVS agrees to indemnify the COUNTY and pay the cost of the COUNTY'S legal defense, including fees of attorneys as may be selected by the COUNTY, for all Claims described in the above hold-harmless clause. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY. FVS agrees that it will satisfy, pay and discharge any and all judgments that may be entered against the COUNTY in such action or proceedings as a result of any Claim which is a result of FVS' negligence. The parties agree that specific consideration has been paid for this hold harmless/indemnification provision.

COUNTY agrees to indemnify, hold harmless and defend FVS, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of the COUNTY in the performance of this Agreement, including those instances where the County, its agents, servants or employees requests FVS to undertake any modification or aftermarket change on County vehicle. In such instances, COUNTY agrees to indemnify, defend and hold harmless FVS, its agents, servants or employees from and against any and all claims or damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from COUNTY's except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of FVS, its agents, servants or employees.

FVS, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT commercial/comprehensive general liability insurance for claims arising under this CONTRACT with combined single limits of One Million Dollars (\$1,000,000) per occurrence and auto liability insurance covering "any auto" with combined single limits of One Million Dollars (\$1,000,000) per occurrence, in effect for the period of service and covering the garage operations provided under this CONTRACT. FVS agrees to maintain full and complete Workers' Compensation Coverage, as required by the State of Florida law.

The COUNTY shall be included as an additional insured on the policies for claims arising under the Agreement. Certificates of insurance on all policies of insurance and renewals thereof must be provided to the COUNTY'S Transit Services Department within ten (10) days of the execution of the document and must state that the COUNTY will be given at least sixty (60) days advance written notice prior to the cancellation, reduction, or substantial change of the policies. The Certificate shall also be endorsed with a commitment from the insurance company entitling the COUNTY to at least thirty (30) day written notice in advance of any cancellation, reduction, or substantial change of policies of insurance. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

8. MODIFICATIONS TO CONTRACT: This CONTRACT, together with any attachments, exhibits, task assignments and schedules constitute the entire contract between the COUNTY and FVS and supersedes all prior written or oral understandings. No modification of this CONTRACT or any attachments, exhibits, task assignments, or

schedules shall be binding on the COUNTY or FVS unless reduced to writing and signed by a duly authorized representative of both parties.

9. SEVERABILITY: In the event any provision of this CONTRACT is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of this CONTRACT. Each provision of this CONTRACT is deemed to be separate and severable from each other provision.

10. ATTORNEY'S FEES: In the event of any legal action to enforce the terms of this CONTRACT, each party shall bear its own attorney's fees and costs.

11. GOVERNING LAW: This CONTRACT shall be deemed to have been executed and entered into within the State of Florida and this CONTRACT, and any dispute arising hereunder, shall be governed, interpreted, and construed according to the laws of the State of Florida. FVS hereby certifies that it shall comply with all Federal Laws and Regulations, including the Americans with Disabilities Act of 1990. FVS is hereby notified that Federal Laws and Regulations may change and the changed requirements will apply to the project as required.

12. VENUE: Venue for any legal action brought by any party to this CONTRACT to interpret, construe, or enforce this CONTRACT shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

13. ASSIGNMENT, TRANSFER OF INTEREST, SUBLETTING: There shall be no assignment/transfer of interests or delegation of FVS rights, duties, or responsibilities under this CONTRACT without the prior written consent of the COUNTY. FVS shall not sublet any rights, duties, or responsibilities under this CONTRACT except with the prior written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to such subcontract, or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve FVS of liability and obligation under this CONTRACT, and all transactions with the subcontractor must be through the COUNTY.

14. TERMINATION:

(1) Brevard County reserves the right to cancel any contract resulting from this procurement for cause, by written notice to FVS. Cause for cancellation will be documented failure(s) of FVS to provide services in the quantity and/or quality required. Notice of such cancellation will be 90 days from termination date to allow sufficient time to cure any alleged defaults or establish that they were not the fault of FVS and to allow for the orderly withdrawal of FVS without additional harm to the participants or Brevard County. Cancellation with documented cause shall include forfeiture of all or part of the performance bond to compensate for the damage created by failure to complete the contract.

(2) Brevard County may terminate any contract resulting from this procurement, in whole or part, whenever it determines that termination is in the best interest of Brevard County. Any termination shall be affected by delivering to FVS a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which termination becomes effective.

15. TERMINATION FOR CONVENIENCE: Brevard County may cancel or reduce the amount of service to be rendered if such action is, in Brevard County's determination, in Brevard County's best interests, or if there is a lack of funding available for the service. In such event, Brevard County will notify FVS in writing 30 days in advance of the date such actions are to be implemented.

16. TERMINATION- PAYMENTS: In the event of termination pursuant to Paragraph 14 or 15 above, the COUNTY is only responsible for payment for work completed and/or services provided prior to the effective date of termination. FVS shall deliver all records, equipment, and materials to the COUNTY within twenty-four (24) hours of the date of termination. Upon termination of this CONTRACT, FVS shall have twenty-four (24) hours within which to remove its personal property from COUNTY property. Any personal property not removed within said period shall become the property of the COUNTY.

17. RECORDS AND INSPECTION: In the performance of this CONTRACT FVS shall keep books, papers, records, and accounts of all activities related to this CONTRACT in compliance with generally accepted accounting procedures. All records, books, and accounts made or received by FVS in conjunction with and/or performance of this CONTRACT shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by FVS for a period of three (3) years after termination of this CONTRACT. All records, books, and accounts related to the performance of this CONTRACT shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

18. UNAUTHORIZED ALIEN WORKERS: Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider the employment by the FVS of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this CONTRACT by the COUNTY.

19. FEDERAL TAX ID NUMBER: FVS shall provide to the COUNTY their Federal Tax ID Number.

20. EMPLOYMENT: FVS shall not engage the services of any person or persons now employed by the COUNTY, including any department, agency, board or commission thereof, to provide services relating to this CONTRACT without written consent from the COUNTY.

21. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. FVS must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133(3)(a) within ten (10) days of the date of this CONTRACT and prior to commencing any work under this CONTRACT.

22. REGULATORY REQUIREMENTS: FVS shall comply with all Federal, State, and local laws, including licensing and/or regulatory requirements (including permits) for the provision of services under this CONTRACT. This includes but is not limited to Clean Air and Water Acts, Energy Policy and Conservation Act, Federal Occupation Safety and Health Act, and Americans with Disability Act. FVS shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

23. PUBLICATION, REPRODUCTION AND USE OF MATERIAL: No custom material produced in whole or in part under the CONTRACT shall be subject to copyright in the United States or in any country. The COUNTY and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under this CONTRACT.

24. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of this CONTRACT, FVS shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. FVS shall take affirmative action to ensure that applicants are hired and employees are treated without regard to their race, color, religion, sex, age, or national origin. FVS must ensure that affirmative action policies are being applied to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. FVS agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

25. CERTIFICATIONS: FVS shall adhere to and maintain all of the assurances provided as a part of their proposal including Drug Free Workplace Certification, Certifications Regarding Debarment, Suspension, and other responsibility matters as described in Attachment D.

26. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

27. CONSERVATION: FVS shall comply with mandatory standards and policies relating to energy efficiency which are contained in the (State) energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

28. BUY AMERICA: FVS shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

29. COMPLIANCE WITH THE PRIVACY ACT OF 1974: FVS agrees:

(1) To comply with the Privacy Act of 1974, 5 U.S.C. § 552 a, and regulations there under, when performance under the Project involves the design, development, or operation of any system of records on individuals to be operated by FVS, its subcontractors, or their employees to accomplish a Government function;

(2) To notify Brevard County when FVS or any of its subcontractors, or their employees anticipates operating a system of records on behalf of the Government in order to implement the Project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. FVS, its subcontractors, and their employees agree to correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;

(3) FVS must include the text of Paragraph 1 and 2 listed above, in all subcontracts and sub-agreements under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

30. INTEREST OF MEMBERS OF CONGRESS: FVS shall certify that no member of, or delegate to the Congress of the United States, shall be admitted to any share or part of this Contract or to any benefit to arise here from.

31. ENTIRE CONTRACT: It is understood and agreed that the entire CONTRACT of the parties is contained herein and that this CONTRACT supersedes all other contracts, oral and written as well as any negotiations between parties relating to the subject matter hereof. Any alternatives, amendments, deletions, or waivers of the provisions of this CONTRACT shall be valid only when reduced to writing and executed by both parties. This CONTRACT cannot be changed or terminated orally.

32. NO WAIVER OF COVENANTS OR CONDITIONS: The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

33. CONSTRUCTION OF CONTRACT: The parties hereby acknowledge that they have fully reviewed this CONTRACT, its attachments and had the opportunity to consult with legal counsel of their choice, and that this CONTRACT shall not be construed against any party as if they were the drafter of this CONTRACT.

34. INDEPENDENT CONTRACTOR: FVS shall perform the terms and conditions of this CONTRACT as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this CONTRACT shall, in any way, be interpreted or construed to constitute FVS or any of its agents, representatives or employees as the agents, representatives or employees of the COUNTY.

35. FORCE MAJEURE: In the event FVS is unable to provide the transportation services as specified in this CONTRACT because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond FVS's control or any other force majeure event as defined by state law, SCAT shall excuse FVS from performance under this CONTRACT.

36. NOTICE: Notice under this CONTRACT shall be given to the COUNTY by postage prepaid or hand delivery to the Transit Services Department Director, 401 South Varr Avenue, Cocoa, Florida 32922. Notice to FVS shall be postage prepaid to Region Vice President, First Vehicle Services, Inc., 567 Rookary Place, Jupiter, Florida 33458 with a copy to FirstGroup America, Attn: General Counsel, 600 Vine Street, Suite 1400 Cincinnati, OH 45202.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Scott Ellis
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: [Signature]
Robin Fisher, Chairman

AS APPROVED BY THE BOARD ON SEP 17 2013

Reviewed for Legal Form and Content:

[Signature]
Matthew Soss, Assistant County Attorney

WITNESSES:

[Signature]
Signature
[Signature]
Signature

FIRST VEHICLE SERVICES, INC.

By: [Signature]
Dale R. Domish, Senior Vice-President

Date: 4.30.15

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing
is a true and current copy of

Contract witness my hand
and official seal this 5th day of
June 2015

SCOTT ELLIS, Clerk of Circuit Court

BY [Signature] D.C.

ATTACHMENT A

Scope of Services

Local Office

Address: First Vehicles Services, Inc.
1000 West McNab Road, Suite 103
Pompano Beach, Florida 33069

Person to manage this contract: Mr. Robert Staff, Region Vice President

Name: Mr. Robert Staff
Title: Region Vice President
Phone: 954-946-5775
Fax: 954-946-0024
Cell: 561-246-9025
Email: Robert.Staff@firstgroup.com
RVP Office: 1000 West McNab Road, Suite 103, Pompano Beach, FL 33069

A.1. General

A.1.1 – Scope

As Space Coast Area Transit's Fleet Maintenance Contractor, FVS shall provide preventive maintenance, remedial repairs, overhaul, mobile service, tire service, fuel delivery, fueling, towing, road calls, generator set maintenance, vehicle cleaning, vehicle fueling, fare box and video equipment maintenance, parts inventory acquisition and management, and other associated fleet management services as may be required to ensure the continuity of effective and economical operation of Space Coast Area Transit's vehicles.

FVS shall furnish all necessary supervision, labor, parts, inventory, tools, supplies, and outside repair work required to maintain the fleet in a state-of-repair and service consistent with best fleet practices and as more specifically defined in the solicitation.

FVS shall provide and maintain its proprietary fleet management information system, First Source MIS, to electronically record the maintenance and repair activity for each Space Coast Area Transit vehicle.

At the terminals, FVS shall provide the following Service Features:

- Heavy Repair
- Upholstery
- Vehicle Detailing
- Light Repair
- Servicing/Cleaning
- Glass Replacement
- Routine Preventive Maintenance
- Road Calls
- Towing
- Waxing
- Body Work
- Communication
- Generator Maintenance
- Painting
- Equipment Repair

A.1.2 – Facilities

FVS shall perform service work at Space Coast Area Transit's fleet maintenance facilities listed as follows:

- 460 South Harbor City Boulevard, Melbourne, Florida 32901 – South Terminal
- 401 South Varr Avenue, Cocoa, Florida 32922 – North Terminal

Space Coast Area Transit will lease to First Vehicle Services the facility for a charge of \$1.00 per year. FVS shall not use the facility for work on vehicles or equipment not owned or leased by Space Coast Area Transit unless otherwise directed or permitted in writing by a duly authorized representative of Space Coast Area Transit. Such facility will remain the property of Space Coast Area Transit.

Space Coast Area Transit also will provide, under the aforementioned yearly lease rate, Space Coast Area Transit-owned equipment, tools, and furniture located in the North Terminal and South Terminal. All equipment added during the term of the contract, and approved by Space Coast Area Transit prior to acquisition, will become the property of Space Coast Area Transit. FVS shall establish an amortization schedule for major equipment purchases whereby First Vehicle Services invoices only the scheduled amount monthly.

The physical facilities and office and shop equipment provided to First Vehicle Services for the term of the contract will become the responsibility of First Vehicle Services and will be returned to Space Coast Area Transit in the same condition in which they were provided to First Vehicle Services, except for normal wear and depreciation.

Within 30 days of the date of the contract execution, a complete physical inventory of office and shop equipment will be taken by representatives of Space Coast Area Transit and First Vehicle Services to determine First Vehicle Services' responsibility. This inventory will be repeated annually on the contract's anniversary date.

Up to Five Hundred Dollars (\$500) for each Terminal, First Vehicle Service shall pay for the cost associated with the maintenance of the interior, exterior, and infrastructure of the physical facilities including repairs and maintenance. FVS shall be responsible for informing Space Coast Area Transit of degraded conditions and assisting Space Coast Area Transit with minor and emergency repairs. Space Coast Area Transit will provide electricity and trash collection. FVS shall maintain all plumbing, sewer, tanks, piping, flooring and equipment used by First Vehicle Services during vehicle maintenance such as: overhead doors, compressors, lifts, bus washers, fuel pumps, air compressors, tire equipment, electrical and mechanical tools and equipment, etc. Space Coast Area Transit is responsible for structural repairs to the facility except for repairs caused by damage or negligence of the First Vehicle Services.

FVS shall be responsible for maintaining the facilities in a clean, neat and professional manner. FVS shall be responsible for scrubbing and cleaning the Maintenance Facilities every thirty (30) days or more if needed.

Hours of Service

Space Coast Area Transit's fleet maintenance facilities will be open during the hours from 4:00 a.m. to 12:00 midnight, Monday through Friday, and 7:00 a.m. to 7:00 p.m. on Saturday. Space Coast Area Transit vehicles and equipment will be accepted for service during these hours of operation.

The shops will be open and operating every scheduled Space Coast Area Transit work day. FVS will observe Space Coast Area Transit's holiday schedule. FVS may work on scheduled Space Coast Area Transit holidays, but will not expect delivery of vehicles scheduled for PM inspections or other maintenance services.

Additional Vehicles

FVS will continue to provide two (2) service trucks, each located at the Space Coast Area Transit Cocoa and Melbourne facility, to respond to calls requesting roadside emergency repairs for vehicles that are disabled. The vehicles are outfitted with proper equipment needed to respond to road calls, including jump starts, tire repairs, fuel supply for vehicles that are out of fuel, etc.

The mobile repair service program will minimize downtime of Space Coast Area Transit's buses and support vehicle equipment with an on-call qualified technician, while ensuring responsive and reliable repair services.

A.1.3 – Security

Facility Security

FVS may change the lock cylinders on the maintenance facility and equipment leased for the duration of the contract. Upon request, FVS shall provide duplicate keys to Space Coast Area Transit's Contracting Officer. FVS shall be responsible for all equipment in FVS possession for maintenance and repair including all vehicles from the time the vehicle operator leaves the vehicle and returns to the facility to pick up the vehicle.

A.2. – Preventive Inspection/ Maintenance and Cleaning

A.2.1 – Definition

PM Goals

The goals of the PM program for Space Coast Area Transit are significant and include:

- **Comprehensive PM Inspections** – Performed in concert with Best Fleet Practices
 - Reduces overall vehicle maintenance and repair costs
 - Improves fleet safety and availability while reducing incidents of equipment breakdowns
 - Reduces the need for spare, reserve, or backup equipment
 - Allows for proactive identification of vehicle repairs covered by manufacturer or supplier warranties

- **Detailed PM Scheduling and Notification Process – Generates a PM schedule via the fleet management information system**
 - Maintains a high rate of vehicle user compliance with PM schedules
 - Maintains compliance with all Federal and State mandated safety and emission requirements
- **Proprietary Fleet Management Information System (First Source MIS) – Tracks maintenance and repair activities performed**
 - Provides a repository of accurate vehicle maintenance history data
 - Supports better management decisions in regard to fleet size, types of vehicles purchased in the future, vehicle replacement cycles, and other important fleet management considerations
 - Improves quality of data maintained and availability of information
- **Parts Supply and Management – Provides adequate levels of OEM or equivalent parts**
 - Reduces vehicle downtime with proper types and on-hand quantities of parts
 - Maintains parts inventory at the most economical level

Daily Inspections

FVS shall be responsible for performing the daily inspections listed below after each day's run on the service islands, as well as performing the required inspections each morning before pullout.

The following items to be completed and inspected after each day's run on the service island:

- * Clean windshield, driver's side windows and door glass
- * Check wiper blades and total wiper operation
- * Check washer and reservoir
- * Check and clean mirrors
- * Check PM reminder sticker
- * Check running, brake lights (including DAS lights) and all turn signals
- * Check tire pressure with gauge and inspect wheels, lug nuts, etc.
- * Check air tanks, drain, etc.
- * Check fluid levels such as oil, water, washer fluid, etc.
- * Inspect all belts, hoses and components.
- * Clean driver's area with vacuum and mop including steps.
- * Wash and clean bus twice weekly, and after rain. Wash front and rear daily.
- * Emergency interior cleaning as needed and requested.
- * Downloading fare box information via probes.

The following items shall be completed and inspected each morning before pullout:

- * Mechanical engine check, brakes, tires, a/c, heat, etc.
- * Inspection of interior and exterior lights (including DAS) and all signals
- * Inspection of fare box and electronic head-sign

Preventive Maintenance Inspections

FVS shall perform PM inspections at the 6,000 mile inspection and maintenance interval for the 2007 and newer Space Coast Area Transit buses and at the 4,000 mile inspection and maintenance interval for the Space Coast Area Transit vans, trucks, and 2006 and older buses.

PM inspections shall be performed in accordance Space Coast Area Transit's requirements as stated below. FVS shall road test all vehicles following inspections/repairs and prior to returning vehicles to service.

- * Vehicle operator controls and gauges including dash lights, etc.
- * Lights and physical condition
- * Battery inspection, cables, connections, and maintenance, etc.
- * Tire and wheel inspection and maintenance
- * Engine compartment inspection, oil and water leaks, belts and cooling system. Make necessary repairs and adjustments, etc.
- * Air cleaner, filters, etc.
- * Under vehicle inspection of drive line, exhaust seals, or damage
- * Brake inspection and adjustment
- * Inspect steering and suspension parts
- * Front and rear end inspection
- * Lubrication of moving parts including all doors, window tracks, hinge, etc.
- * Road test vehicle operation
- * Change oil and filters including fuel filter
- * Electronic head-sign inspection and cleaning
- * Electronic fare box inspection and cleaning
- * Video Recording System

The inspections and tests shall be performed by FVS in the Maintenance Facilities by properly certified, trained and qualified mechanics.

OIL AND LUBRICANT SAMPLING ANALYSIS PROGRAM

FVS shall use an Oil and Lubricant Sampling Analysis program as a diagnostic aid in determining repairs, service levels, and intervals, and in adjusting vehicle replacement schedules.

The oil and lubricant sampling analysis shall include, but is not be limited to, the following:

- All diesel and gasoline main and auxiliary engines
- Automatic and manual transmissions, transaxles and similar machinery, and tools used in all classes of vehicles
- Hydraulic systems for all vehicle-mounted hydraulics, exclusive of hydraulic brake systems
- Any vehicle designated by Space Coast Area Transit that may or may not fall within the range or categories of vehicles designated stated above

Annual Inspections

FVS shall inspect and test vehicles on an annual basis in accordance with Federal and State laws. In addition, FVS shall assist Space Coast Area Transit in performing subcontractor safety reviews and inspections as outlined in the Safety System Performance Plan, F.A.C. 14-90.

A.2.2 – Fleet Assessment

A fleet assessment by FVS will not be necessary for this contract.

A.2.3 – Scheduling

PM activities shall be scheduled to ensure minimal interference with the SCAT's normally required work schedule. FVS shall continue to utilize an automated PM scheduling process based on a mutually-agreed upon time so that sufficient notice can be given to the vehicle user. PM schedule notification, referencing both the department and unit number, will be provided to the designated SCAT representative. FVS shall be responsible for all contact with departments regarding vehicle PM scheduling. Space Coast Area Transit, the designated department representatives, and the vehicle and equipment operators shall be responsible for keeping the appointments for scheduled maintenance.

Missed PM Appointments

Individual vehicle operators shall be responsible for delivering their vehicles to the repair facility for service. Should a vehicle fail to appear on the original PM schedule date, FVS shall provide Space Coast Area Transit's Contracting Officer with a report listing vehicles that have missed PM appointments by five (5) or more days. This report shall be sent to the different user groups weekly in order to reschedule an appointment. These vehicles shall continue to appear on this weekly "no-show" report until the PM is performed. After several attempts to bring "no-show" PM units to the shop, the report will be submitted monthly to Space Coast Area Transit's Contracting Officer for an acknowledgment signature.

A.2.4 – Performance

FVS shall be responsible for the timely performance of PM services for all Space Coast Area Transit vehicles and equipment. FVS shall schedule, notify, and perform all scheduled maintenance in accordance with the aforementioned PM inspection process. FVS shall use its First Source MIS to track all PM services and to identify which vehicles are due for a PM inspection. The computerized scheduling process shall ensure the timely performance of all PM inspections on Space Coast Area Transit's fleet and will allow these services to be measured against the PM guidelines set through the Space Coast Area Transit's Federal Transit Administration Triennial Review Process.

A.3. – Repairs

A.3.1 – Definition

FVS shall perform specific repairs to vehicles and equipment that are identified through PM services, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs to those which are consistent with the age, mileage, and cost to repair criteria of industry best fleet practices.

A.3.2 – Limitations

Repairs estimated to exceed a mutually-determined cost shall be analyzed by First Vehicle Services to determine the repair's cost effectiveness and be specifically approved by Space Coast Area Transit. When equipment replacement appears to be

more cost effective than repair, First Vehicle Services shall present such recommendation in writing to Space Coast Area Transit.

A.3.3 – Road Calls

FVS shall perform repairs primarily at the fleet maintenance facility. FVS shall respond to requests for emergency road service or towing services on a 24/7 basis. FVS shall be responsible for dispatching a fully equipped service truck within ten (10) minutes of notification of the road service call. After normal business hours, a call-forwarding or cellular phone system will refer emergency requests to the on-call technician who is assigned to provide road service at the site of the vehicle breakdown via a service truck. When repairs cannot be performed on site, FVS shall be responsible for transporting or arranging towing services to transport the vehicle to the fleet maintenance facility for repair.

A.3.4 – Washing and Cleaning

FVS shall clean each vehicle daily, inside and outside, as well as upon completion of every PM and repair (before being returned to service). Daily cleaning shall consist of the following:

- Washing the bus wheels and fuel fill area as needed.
- Cleaning the interior and exterior surfaces of all windows and mirrors.
- Washing and scrubbing the front and rear exterior (including windows) of the bus, and emergency interior and exterior cleaning service as required.
- Washing exterior of bus as needed and after each rain.
- Bus floor will be mopped as needed. Driver's area and dash will be cleaned.
- Spot cleaning of seats as needed.

Every week the floor of the bus shall be mopped. FVS will not use hoses and pressure washers on the bus interior. Twice every week and after any rain, all buses exterior shall be washed and cleaned. FVS shall make sure that all buses before departure will appear in a clean and professional condition. Buses shall be detailed inside and outside after each PM service.

Every 30 days, the bus interior shall be completely detailed. This will include:

- Washing / Cleaning ceilings, sidewalls, doors, partitions and windows
- Cleaning seats, seat legs, seat belts, buckles, etc.
- Cleaning the floor
- Pest Control
- Vinyl treatment on all vinyl seats and upholstery cleaning on all cloth seats
- Thorough cleaning of operators entrance and wheelchair lift area

Every 6 months, these additional actions shall be taken:

- The interior metal and exterior will be cleaned and hand paste waxed
- Engine compartment will be steam cleaned

A.3.5 – Warranty

FVS shall administer a warranty program, both for vehicles and parts, associated with management and repair of Space Coast Area Transit's fleet. Such work shall be reimbursed directly to First Vehicle Services by the equipment manufacturer.

The Annual Services Schedule shall be used to note any required warranty service and check that FVS technicians perform the service. Warranty requirements shall be entered into First Source MIS. This system shall automatically notify FVS General Manager as to the expiration date of each warranty.

Manufacturer recalls or modifications to equipment shall be used for updating and scheduling. First Source MIS shall be used to monitor the vehicle during its warranty period and ensure that the vehicle performs at maximum efficiency and meets all manufacturers' safety requirements, as well as preventing subsequent costly "out-of-warranty" repairs.

A.3.6 – Re-Repair

FVS shall track and identify multiple repairs for the same deficiency on the same vehicle (re-work) and shall not include in the monthly statement costs for re-work occurring before the scheduled time after the original repair.

Guidelines for re-work are as follows:

- **Engine Overhaul:** 6 months or 6,000 miles, whichever occurs first
- **Brake Overhaul (non-emergency vehicles):** 6 months or 6,000 miles, whichever occurs first
- **Tune up:** 6 months or 6,000 miles, whichever occurs first
- **General Repair (excluding electronic components):** 6 months or 6,000 miles, whichever occurs first
- **Other:** 6 months or 6,000 miles, whichever occurs first

A.3.7 – Outside Repairs

FVS shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in house repairs. Outside repairs may include major bodywork and painting, glass replacement, transmission repair, radiator work, alignments, and such other work that can be utilized at minimum cost to Space Coast Area Transit. The goal is to utilize third party vendors who provide high quality services in order to maintain maximum availability of the Space Coast Area Transit fleet.

FVS shall constantly monitor the performance of FVS repair vendors to maintain a quality level that is consistent with industry best fleet practices. FVS shall evaluate vendor performance based on quality, reliability, delivery, customer service, and cost and provide appropriate feedback to the vendor. Should deficiencies arise in these areas, FVS shall meet with the vendor to assist them in rectifying their deficiencies in a timely fashion so FVS can continue to purchase their services. FVS shall discontinue the use of vendors who fail to meet FVS fleet quality standards. All outside repair work shall be performed to enhance the overall fleet performance in concert with industry best fleet practices. Whenever possible, repairs shall be performed in-house to better control quality and cost, maximize turnaround time, and minimize repeat repairs. FVS shall periodically meet with Space Coast Area Transit to review and revise outside repair services so that the outside repair versus in-house repair remains justifiable.

FVS shall be responsible for all vendor paperwork, invoicing, quality control, vehicle movement, vehicle security, etc. Vendor invoices shall be accepted solely by First Vehicle Services.

A.3.8 – Vehicle Preparation

FVS shall prepare newly acquired vehicles for service, which includes, but is not limited to: vehicle inspections, cleaning, and coordination of the transfer of radio installation with Space Coast Area Transit's contractor. FVS shall perform, at no cost to Space Coast Area Transit, Pre-Delivery Inspection of Space Coast Area Transit vehicles and Buy America Inspections of Space Coast Area Transit purchased vehicles.

FVS shall prepare vehicles to be sold by Space Coast Area Transit for disposal, which includes, but is not limited to: checking tire inflations and fluid levels; emergency starting; removal of tags, decals and special equipment; and paperwork associated with decommissioning and disposal of each unit. FVS shall complete and provide a maintenance inspection report to Space Coast Area Transit's Manager of Operations and Maintenance.

FVS shall assist Space Coast Area Transit in preparing purchase specifications for additional or replacement vehicles. FVS shall also assist Space Coast Area Transit with inspections and assessments of used vehicles and equipment under consideration for purchase or lease, whenever necessary. FVS shall identify and nominate purchase service or other equipment to Space Coast Area Transit that will reduce the cost of maintenance and/or improve the quality of vehicle services provided to Space Coast Area Transit.

A.3.9 – Accidents

FVS shall be responsible for processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to/from repair site, repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. FVS shall pay for all costs associated with bodily fluid clean up on buses. FVS shall obtain at least three (3) competitive bids for each accident repair. FVS will not assess a mark-up on parts for accident repairs.

A.3.10 – Body Work

FVS shall be responsible for full body paint and rust repairs. FVS shall obtain prior approval from Space Coast Area Transit prior to performing repair work. FVS shall also be responsible for performing daily "touch up" of paint and body.

A.3.11 – Tire Service

FVS shall provide complete tire service including repairs, road service, mounting, etc. FVS shall track all tires, tire mileage, disposal records, costs, etc. FVS shall include return of casing funds accountable per vehicle to Space Coast Area Transit.

A.3.12 – Fuel Costs

SCAT agrees to pay First Vehicle Services the daily Oil Price Information Service (OPIS) price for diesel fuel and gasoline used in connection with completion of the services under this contract. FVS shall deliver and dispense all diesel fuel and gasoline to the Terminals. FVS shall provide Space Coast Area Transit with a monthly invoice for fuel costs. FVS shall not mark-up on fuel delivery and any cost for delivery will be included in the invoice. Space Coast Area Transit will not pay any state or local sales tax on any invoice submitted to Space Coast Area Transit. If Brevard County obtains diesel fuel or gasoline from sources other than First Vehicle Services' facilities or authorized facilities, Brevard County shall be responsible for all charges for such fuel.

FVS shall obtain all fuel tax permits, preparing such permits, filing fuel and mileage tax returns, and remitting taxes imposed upon the purchase and consumption of fuel by Space Coast Area Transit with respect to the vehicles.

A.4 – Parts

A.4.1 – Parts Supply

FVS shall be responsible for the procurement and management of all parts, inventories, and supplies required to maintain and repair Space Coast Area Transit's vehicle and equipment fleet.

Parts installed on Space Coast Area Transit's vehicles and equipment shall be identified by part number and cost on the repair order for the appropriate assignment. FVS shall use OEM Quality Parts or Equivalent purchased at Competitive Prices.

Corporate Purchasing Agreements

FVS shall maintain vendor relationships in place through Corporate Purchasing Agreements (CPAs) to ensure that FVS obtains quality parts, best service, and competitive pricing. Examples of CPAs with major parts suppliers include Ford, Chrysler, General Motors, Cummins, Detroit Diesel, Freightliner, International/Navistar, Bridgestone, Firestone, Goodyear, Michelin, Bandag, AutoZone, Fleet Pride, NAPA, Barnes, Imperial Supplies, and others that provide significant pricing advantages.

A.4.2 – Inventory

FVS shall be responsible for maintaining an adequate parts inventory during the Contract term. FVS shall use First Source MIS, to monitor the parts inventory and track parts usage on Space Coast Area Transit's fleet. FVS shall use our First Source MIS to generate a complete inventory by part number and part cost, and a usage rate history for each part normally stocked.

Space Coast Area Transit shall purchase, at cost from First Vehicle Services, all of the active parts in inventory upon completion or termination of the Contract.

Stocking Levels. FVS shall use both regular physical inventories and First Source MIS, to manage the parts inventory. FVS shall establish a preferred vendor, a backup vendor, alternate part numbers, reorder points, and restocking levels for every part in the MIS system. Minimum order points are based on SCAT usage and the time it takes to receive an order. When the part reaches a defined level, a purchase order will be generated, reviewed, and adjusted as necessary.

Scheduled Inventories. FVS shall perform a physical inventory semi-annually at each of the terminals. In addition to FVS regular cycle counts, outside auditing firms shall randomly certify the physical counts.

Data-driven Decisions. FVS shall perform monthly inventory audits to monitor CPA usage, stocking levels, parts usage, out-of-stock items, and unused inventory. FVS shall use this process to improve buying and stocking procedures for the two terminals.

Organized Parts Rooms. FVS shall maintain a properly stocked and organized parts area, to ensure proper placement and grouping of parts.

Parts Warranty Administration. FVS shall administer warranties for parts identified to be either defective, inferior, or non-fit items following repair of a Space Coast Area Transit vehicle or piece of equipment. FVS shall perform necessary work to replace a defective part and such work shall be reimbursed directly to First Vehicle Services by the OEM supplier.

A.5 – Reporting

A.5.1 – Records

Upon prior notice to the General Manager, FVS shall provide Space Coast Area Transit's authorized representative(s) access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to fleet management and maintenance services for Space Coast Area Transit, and shall provide to Space Coast Area Transit's authorized representative(s) cost verification for work.

Fleet Management Information System

FVS shall provide and utilize its proprietary fleet management information system (FMIS), First Source MIS, to provide customized reporting and data gathering on maintenance, repair, and parts management activities. First Source MIS shall capture critical data on Space Coast Area Transit's fleet and provide fleet analysis with customized reporting. FVS shall provide Space Coast Area Transit read-only access to its system.

First Source MIS shall be able to provide a complete analysis of a wide range of fleet information, to help improve and accelerate critical management decisions in regards to Space Coast Area Transit's fleet, including:

- **Automated Task Scheduling for Preventive Maintenance.** Schedules PM automatically based on processes defined for vehicle classes or individual units. An associated report can document equipment due for PM and sort it by department or location.
- **Commercial Services.** Issues work orders to each outside vendor utilized, and update the database as required with information about warranties, invoicing, and agreed-to pricing.
- **Fuel Management.** Integrates with leading fuel management systems.
- **Warranty and Recall Management.** To allow First Vehicle Services to easily manage warranties, recall campaigns and related data.
- **Parts Inventory.** Includes comprehensive parts inventory data management that supports costing, purchasing, inventory tracking, and transfer of location-level data.
- **Asset Performance Reporting.** Generates real-time, on-screen reports in several industry standard categories, such as costs per vehicle, location, and equipment type.

MIS Training

FVS shall provide FMIS support to the terminals throughout the contract term, including training FVS technicians and management staff on the use of First Source MIS. FVS shall provide ongoing FMIS support, training, and system configuration, as needed.

A.5.2 – Files

FVS shall maintain a complete file of service manuals, service bulletins, lubrication charts, and other information needed to properly service and repair Space Coast Area Transit's fleet. These files shall remain the property of Space Coast Area Transit.

FVS shall also maintain a hard copy history folder for each vehicle and piece of equipment. This folder shall contain, in chronological order, all work orders generated on the vehicle/equipment. The folder shall also contain the vehicle's make, model, year and serial number along with invoice information.

All electronic data stored in First Source MIS, shall be owned by Space Coast Area Transit and made available, upon request, to Space Coast Area Transit's authorized representatives at any time during the Contract. The software and FMIS will be maintained by First Vehicle Services.

A.5.3 – Daily Reports

FVS shall provide a listing of vehicles available and unavailable, nature of problem, date available along with other information as called for on "Status Report". The Daily report shall explain any delays.

A.5.4 – Monthly Reports

FVS shall generate a monthly report for delivery to Space Coast Area Transit. Both reports shall be provided in accordance with reporting requirements listed below:

FVS shall collect and submit by the fifth day of each month to Space Coast Area Transit the operating data for the preceding month for monthly analysis. The format of the FVS reports shall be subject to approval from Space Coast Area Transit. Such data shall include, but not be limited to:

1. Summary of vehicles unavailable each day, and cause of the unavailability, number of days available versus number of days unavailable for each bus.
2. Summary of road calls, missed trips, accidents, and incidents.
3. Summary of vehicles in revenue service without functioning air-conditioning/heating, and cause of the failure.
4. Vehicle cleaning, detailing and waxing summary (actual vs. scheduled).
5. Vehicle mileage (month, year-to-date, vehicle total).
6. Fuel and oil consumption (miles per unit), miles per gallon (MPG) fuel and miles per quart (MPQ) oil.
7. PM's and repair service number of days each.
8. Road calls, miss-outs, including malfunction description of each.
9. Complete tire report (tracking), accountability, casing, etc.
10. Maintain log with Vehicle Identification Number (VIN), county ID tag, make, model, size, etc.

Records of all maintenance and inspections on all vehicles and equipment shall be kept and made available to Space Coast Area Transit, and/or other regulatory agencies with jurisdiction, when requested. To ensure compliance with the requirements outlined herein, Space Coast Area Transit maintains the rights to inspect, examine, and test at any reasonable time any equipment used in the performance of this contract. These Space Coast Area Transit inspections shall not relieve the FVS of the obligation to continually

monitor the condition of vehicles and equipment and to identify and correct all substandard or unsafe conditions immediately upon discovery.

A.5.5 – Quality Meetings

District Representatives shall meet bi-annually with Space Coast Area Transit's Manager of Operations and Maintenance to review any areas of concern.

A.5.6 – Annual Report

FVS shall provide Space Coast Area Transit with an annual written (corresponding to Space Coast Area Transit Fiscal Year calendar) report certifying the description, serial number, cost and date of purchase of any equipment or vehicles purchased under the contract and, in a like manner, for any equipment or vehicles traded, sold, or otherwise disposed of. The annual report shall contain a summary of the year's activity in the same format as the Monthly Report.

A.5.7 – Invoices

FVS shall provide invoices, in duplicate, to the Transit Services Department Director monthly including work performed in the previous month. Space Coast Area Transit shall notify First Vehicle Services in writing if any invoice items are questioned, and shall remit payment in compliance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq. FVS shall prepare verification data for the amount claimed and provide complete cooperation during investigation of any areas in the invoice subject to question. Copies of the appropriate paid invoice of third party service providers or vendors shall be provided for all reimbursable items in the invoice to Space Coast Area Transit. Space Coast Area Transit not pay any state or local sales tax on any invoice submitted to Space Coast Area Transit.

A.6 – Emergency Services

FVS shall provide transportation services to the Brevard County Office of Emergency Management during Natural Disasters, Emergencies, and Evacuations, under the direction of the Transit Director or Designee. These services shall keep the Space Coast Area Transit fleet in operating condition during the emergency. This shall include a 7 day, 24 hours per day schedule as directed by Space Coast Area Transit. Service needs during this period will include:

- Provision of emergency fuel to Space Coast Area Transit vehicles and some other non-county vehicles involved in the emergency
- Monitoring of generator to ensure functionality
- Response/Recovery activity including the following:
 - Tire replacement and repair
 - Road service to ensure immediate response
 - Fuel and other necessary fluids
 - Repairs to other agency vehicles

FVS shall provide an emergency roster to Space Coast Area Transit by June 1st each year of the contract. This roster shall list personnel assigned, emergency contact numbers, etc. FVS shall provide costs of such services above and beyond normal operating hours and service.

A.7. – Drug and Alcohol Testing Requirements

FVS shall meet or exceed Federal Transit Administration and other regulatory agencies drug and alcohol testing requirements. This includes appropriate pre-employment, post-accident, random, and return to duty testing. All applicable reports and copies of First Vehicle Drug and Alcohol Testing Policy shall be provided to Space Coast Area Transit by February 15th of each year for the previous calendar year.

A.7.1. – Drug and Alcohol Testing Program

FVS shall have a strict zero-tolerance policy with regard to drug and alcohol abuse. Resources shall be available to any employee who seeks assistance or rehabilitation for substance abuse.

To ensure the safety of all employees, FVS shall have adopted a drug and alcohol policy designed to:

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

A.7.2 – Drug Testing

FVS shall use only authorized independent facilities to conduct FVS drug and alcohol testing. First Vehicle Services shall follow all federal, state, and Department of Transportation (DOT) regulations as part of this testing process. Safety-sensitive employees will be tested for the presence of illegal drugs under the following circumstances:

Pre-Employment, Post-Offer	Offers of employment with First Vehicle Services are contingent upon testing negative for use of illegal drugs. A negative drug result must be received before any candidate can be allowed to perform any job functions for the first time. Any employee returning from a leave of absence of ninety days or more must submit to a drug test prior to returning to their duties.
Random Testing	All employees are subject to random testing for illegal drugs. FVS shall test 25 percent of our safety-sensitive employees in accordance with the government mandates. Random tests are determined by non-biased computer selections. If the Federal Transit Administration adjusts the random testing, FVS shall follow the adjusted rate.
Reasonable Suspicion	FVS may decide to conduct a test for illegal drugs when a safety-sensitive employee's work performance, conduct, appearance, speech, or other behavior on the job creates a reasonable question of whether the employee is under the influence of illegal drugs.
Post-Accident	FVS shall require any safety-sensitive employee involved in a work-related vehicular accident to test for illegal drugs, in accordance to Federal Transit Administration regulations.

A.7.3 – Breath Alcohol Testing

First Vehicle Services reserves the right to test all employees for the presence of alcohol under the following circumstances:

- **Random Testing** – All safety-sensitive employees are subject to random testing for alcohol. Random tests are determined by non-biased computer selections at a rate determined by the Federal Transit Administration.
- **Reasonable Suspicion** – FVS may decide to conduct a test for alcohol when an employee's performance, attendance, conduct, appearance, speech, or behavior on the job creates a reasonable question of whether the employee is under the influence of alcohol.
- **Post-Accident** – FVS requires any safety-sensitive employee involved in a work-related vehicular accident to undergo testing for the use of alcohol, in accordance to Federal Transit Administration regulations.

A.7.4 – Consequences for Positive Results

First Vehicle Services shall take very seriously any infractions involving positive test results.

Drug Tests

If an employee tests positive for drug use, the individual shall be notified by a Medical Review Officer (MRO), a licensed physician with the knowledge and training to interpret and evaluate confirmed positive test results. The MRO will review the test results with the employee. Only after this review shall the MRO contact FVS regarding the positive test result.

An employee who tests positive for drugs or alcohol is referred to a substance abuse professional for help. This individual is subject to termination under FVS zero-tolerance program, unless otherwise dictated by state or federal law.

Breath Alcohol Tests

An employee who tests positive at a level of 0.02 or greater is subject to termination under FVS zero-tolerance program, unless otherwise dictated by state or federal law. In the case of a positive test result, arrangements will be made to transport the employee home. If the employee insists on driving, this individual will be advised that law enforcement officials will be contacted.

A.7.5 – Refusal to Test

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

A.7.6 – Return-to-Duty Testing and Rehabilitation

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

Voluntary Employee Assistance Program

FVS shall encourage its employees to participate in FVS's company-sponsored employee assistance program (EAP). The EAP includes two voluntary programs:

COUNSELING AND REFERRAL PROGRAM

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

SUBSTANCE ABUSE REHABILITATION PROGRAM

This program is available to regular full-time employees with one full year of service with First Vehicle Services. The program is designed to help an employee correct or eliminate alcohol or drug-related performance problems.

A.8 – Staffing

FVS shall rotate supervisory duty time to cover early, late, and weekend shifts. Space Coast Area Transit's Manager of Operations and Maintenance shall be notified of all supervisors scheduled leave.

FVS shall provide Space Coast Area Transit on-site, seasoned management and staff who will be responsible for the delivery of quality services in the maintenance and repair of Space Coast Area Transit's fleet.

Position	FTE Employees
General Manager	1
Operations Manager	1
Inventory Manager	1
Office Manager	1
Service Employee (Cleaning & Fueling) (Cocoa – 1 st Shift)	1
Service Employees (Cleaning & Fueling) (Cocoa – 2 nd Shift)	2
Service Employees (Melbourne – 2 nd Shift)	2
Lead Technician (Cocoa – 1 st Shift)	1
Lead Technician (Melbourne – 1 st Shift)	1
Technicians (Cocoa – 1 st Shift)	1
Technicians (Cocoa – 2 nd Shift)	3
Technicians (Melbourne – 1 st Shift)	1
Technicians (Melbourne – 2 nd Shift)	3
Total Staffing	19

The technicians will be properly trained to perform maintenance and repair on the bus vehicles and support equipment in Space Coast Area Transit's fleet. The service work of the technicians shall consistently conform to the highest standards of quality and efficiency, as well as industry best fleet practices.

All employees who will operate Space Coast Area Transit's vehicles or equipment requiring a commercial driver's license or other specialized licenses shall have all appropriate licenses including CDL's. In addition, employees shall possess the appropriate industry and state required certifications (Automotive Service Excellence or ASE, State of Florida, etc.) for maintaining and repairing Space Coast Area Transit's vehicles and support equipment.

Technicians assigned to work on Space Coast Area Transit-owned vehicles shall have a thorough knowledge of and experience with the following:

- Diesel engines, transmissions, and related mechanical parts
- Transit coach chassis and bodies
- Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of transit coach equipment
- Specialized areas such as reupholstering, relining brakes, painting, and repairing air conditioning units and wheelchair lifts
- Methods and procedures used in servicing mechanical equipment
- Servicing and repairing electronic destination signs
- Servicing and repairing electronic fare boxes and counters
- Servicing and repairing security cameras and recording devices

FVS shall perform pre-employment alcohol/drug tests for all employees to be hired, criminal background checks, and driver's license/CDL checks for all proposed employees, and will administer random alcohol/drug tests during the contract term. FVS shall dismiss any employee involved in misconduct, drugs, or alcohol on Space Coast Area Transit's premises, or whose performance or actions are obviously detrimental to the program.

A.8.1 – Technician Hiring Practices

Any technician who successfully completes the interview process shall receive a conditional job offer requiring them to pass a pre-employment drug testing and background check which is part of the FVS standard Human Resources practices. FVS shall conduct background and education checks, drug and alcohol screening, and reference checks. All job candidates must successfully complete the pre-employment screening process. All personnel shall participate in the Drug-Free Work Place program which will be implemented for this project.

A.8.2 – Employee Training and Certification Program

First Vehicle Services shall require each technician to participate in at least 40 hours of training each year to increase skill and knowledge of industry technology advancements. FVS shall encourage FVS employees to become Master ASE technicians through the ASE training and certification program tied to financial incentives.

The training program shall be customized to the individual, based upon their current skill set, as well as Space Coast Area Transit's fleet specifications and contractual obligations.

FVS shall maintain a comprehensive library of in-house and web-based technical training materials consisting of videos, printed study guides, and libraries of technical literature for reference by FVS technicians. FVS technicians will have all the necessary training, support, and oversight for proper and effective maintenance of Space Coast Area Transit's vehicles and equipment.

A.8.3 – ASE Certification

FVS shall require their technicians to become Automotive Service Excellence (ASE) certified. FVS shall maintain ASE Blue Seal status for Space Coast Area Transit's fleet maintenance facilities.

A.8.4 - Other Maintenance Trainings

FVS shall work with original equipment manufacturers (OEM) and national parts suppliers to instruct technicians in a variety of areas including, but not limited to, electrical, hydraulic, and manufacturer specific training.

A.8.4.1 – Safety Orientation and Training Programs To Be Provided by FVS

Injury Prevention Training - First Injury Prevention Principles

All First Vehicle Services employees are expected to adopt these principles and put them into practice at all times, creating a safe environment for its employees. FVS shall strive to achieve zero lost-time injuries. FVS First Injury Prevention Principles are as follows:

- Perform all safety checks and risk assessments before you undertake any work. Speak to the location management 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 the location management before you start work.
- Keep your work area clean and tidy. Disorder causes injuries and 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 ability to move it without injury. Make sure you get help with any heavy or awkward items, and follow approved techniques.
- All injuries, incidents, and near misses are to be reported to the location management. Seek immediate help and first aid (if necessary)
- If you have any suggestions to improve safety in your workplace, tell the location management.

A.8.4.2 – Voluntary Protection Program (VPP)

Blood Borne Pathogen Training and Certification - Employees are trained, certified, and tested on the processes and procedures required to deal with blood borne pathogens and other biohazards that may be encountered in the workplace.

A.9 – Environmental Protection

A.9.1 – Waste and Environmental Management Program

FVS shall meet all federal, state, and local requirements environmental regulations and procedures.

Strata Environmental

FVS shall provide guidance of the facilities regarding air emissions, water quality, wastewater, stormwater, environmental management, hazardous and toxic materials, and contaminated lands.

Compliance Management Expertise

FVS shall rely on Strata Environmental to identify regulatory compliance issues throughout the implementation stages of projects and contracts. Strata shall also help FVS conduct regulatory and compliance training for First Vehicle Services' staff.

Litigation Support

In situations when FVS needs support during litigation, Strata Environmental shall provide expert opinions and testimony in support of First Vehicle Services' legal counsel.

Environmental Information Organization System (EiOS)

It is FVS policy to maintain full compliance with all federal, state, and local environmental regulations and reporting requirements. Accurate recordkeeping shall be critical to documenting our compliance. EiOS shall provide a single repository for the majority of environmental compliance documents required to be maintained on-site. EiOS systems shall meet FVS needs, and have full online access to compliance documentation and training modules.

Examples of the information available through EiOS shall include:

- Material inventory, including chemicals stored at the location
- Material safety data sheets obtained by Strata Environmental
- Emergency contact information
- Spill prevention, control, and countermeasure plans
- Environmental and safety training modules
- Permit information
- Stormwater pollution prevention plans
- Waste storage information
- Information on spills and releases that have occurred at the location
- Records of past inspections and audits

- Facility maps and photographs

A.9.2 – Safety Data Sheets

Safety Data Sheets (SDS) shall document the properties of a particular substance. They shall provide workers and emergency personnel with procedures for handling or working with substances in a safe manner, and include information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill handling procedures.

The EiOS website shall have SDS for products in containers exceeding 50 gallons. For products stored in containers that are less than 50 gallons, the SDS shall remain at the facility in a conspicuous place. All facilities are required to have a posted sign that lists the contact name and phone number for SDS requests.

A.9.3 – Waste Minimization and Management

Strata Environmental shall maintain data on the current rate of waste generation for each of the terminal locations.

A.9.4 – Clean Water Act Compliance

Strata Environmental shall evaluate each First Vehicle Services shop for compliance with the federal Clean Water Act. They shall evaluate FVS operations for two areas of compliance: spill and release response and reporting and stormwater permitting.

During evaluation of each facility, Strata shall determine if a Spill Prevention, Control and Countermeasures (SPCC) Plan is in place, meeting the requirements in 40 CFR 112. If an SPCC plan is required, Strata shall prepare that plan and integrate it into regular training and use. An electronic copy of the plan shall be available to First Vehicle Services' management at all times via the EiOS system.

Similarly, Strata shall be responsible for determining FVS compliance with federal or state stormwater permits under 40 CFR 122 for those shops that conduct vehicle maintenance and/or fueling in a manner that has the potential to impact stormwater on our properties. If no plan is in place, Strata shall prepare a Storm Water Pollution Prevention Plan (SWP3), or equivalent stormwater management plan, and provide it to the terminals for training and use. An electronic copy of the SPW3 shall be available to First Vehicle Services' management at all times through the EiOS System.

A.9.5 – Spill and Release Response and Reporting

FVS shall have several Standard Operating Procedures (SOPs) for maintaining environmental compliance at the terminals, including an SOP regarding spill and release response and reporting. In the event of a release or spill of petroleum or a hazardous substance, the SOP shall define the roles and responsibilities of FVS staff, and the notification procedures and response actions to be completed by FVS location personnel. The location personnel shall be provided with a toll free number to report all

spills. The calls shall be routed through ERTS (Emergency Response and Training Solutions) who then shall dispatch a pre-qualified emergency response contractor to the scene to mitigate the spill. All details of the incident are reported to SCAT via real time email notifications which include updates on the progress being made to mitigate the spill.

A.9.6 – Chemical Inventory Management and Reporting

FVS shall maintain a detailed database of the chemical inventory at each terminal. The data shall be updated annually as part of the Emergency Response Community Right-to-Know Act (EPCRA; also known as SARA Reporting) compliance and reporting process. Wherever required, Strata shall prepare and file appropriate SARA Reports for the required chemicals at each terminal.

A.9.7 – Site Closeout Surveys

Strata Environmental shall perform a closeout survey for each terminal that may be closed during this contract. The survey shall include a completed checklist, including action items that must be completed prior to vacating a site. This shall provide FVS and SCAT with an official list of documented issues to be completed to allow the location to be closed in an environmentally safe manner.

The environmental safety program shall comply with applicable OSHA regulations and federal, state, and local safety and environmental laws, regulations, rules, codes, and orders.

FVS shall maintain Space Coast Area Transit vehicle maintenance facilities in a clean and orderly condition at all times during the contract. Facility maintenance will be performed at levels sufficient to provide the proper delivery of fleet maintenance services and care for Space Coast Area Transit facilities.

A.9.8 – Environmental Training

FVS shall develop specific training programs that condition FVS employees to handle everyday issues related to environmental compliance and safety. Training sessions are to be facilitated by Strata personnel. General topics include:

- Hazard Communication – This training module familiarizes participants with the OSHA-compliant Hazard Communication Program, health hazards and labeling requirements, material safety data sheets, and workplace hazards.
- Lockout/Tagout Procedures – Participants learn the basics of why and when Lockout/Tagout is necessary, the minimum requirements for lockout/tagout, and the importance of why a block out of energy isolating services is necessary.
- Spill Response – Participants become familiar with FirstGroup America's spill and release response standard operating procedure, learn what actions to take in response to spills or releases, and become familiar with waste management requirements for used absorbents and other spill response waste streams
- Stormwater Training – This program teaches about stormwater, its importance, and how stormwater and people can positively and negatively impact each other. The program also provides a detailed overview of our stormwater pollution prevention plan, what can be done to prevent or minimize

contamination to stormwater, and how to conduct stormwater monitoring and sampling.

- Fuel Tank Management – Participants are trained to ensure each facility operates their fuel tank system in a manner that is compliant with local, state, provincial, and federal requirements. This training helps prevent fuel releases that could endanger human health and/or the environment.

A.10 – Environmental/Hazard Communications Regulations

FVS shall take great measures to ensure the safety of all employees and to reinforce a focus on safety while performing job duties. The Safety and Environment Alert Board shall be prominently displayed in each location to communicate important safety information and any potential environmental hazards to our employees.

A. 11 – Other Services

A.11.1 – Surplus Vanpool Fleet Vehicle Inspection

FVS shall follow comprehensive preventive maintenance program to ensure all Space Coast Area Transit's vanpool fleet vehicles are at maximum availability and operating in a safe and reliable manner. Moreover, FVS will adhere to the vehicle inspections as required by Space Coast Area Transit and set forth in the Equipment and Operational Safety Standards.

A.11.2 – Assistance in Preparing Bus Specifications

FVS will assist Space Coast Area Transit in the preparation of purchase specifications for Space Coast Area Transit buses. FVS will also identify and recommend to Space Coast Area Transit for purchase both services and equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services provided to Space Coast Area Transit.

A.11.3 – Pre-Delivery Inspection of Buses

When Space Coast Area Transit procures a Gillig bus, FVS shall have an employee of First Transit perform the pre-delivery quality inspections at the Gillig manufacturing plant, covering inspections throughout the entire production process. Space Coast Area Transit shall incur no charge for such pre-delivery vehicle inspections.

Once the bus arrives at Space Coast Area Transit, First Vehicle Services repeats the pre-delivery safety inspection process, as well as installs the bike racks and changes out the drive tires to recaps if requested by Space Coast Area Transit.

The smaller Space Coast Area Transit bus types are inspected by the State of Florida, with First Vehicle Services performing in-service vehicle inspections once the units arrive at Space Coast Area Transit.

A.11.4 – Buy America Inspection of Space Coast Area Transit Purchased Vehicles

FVS shall be responsible for performing the necessary Buy America Inspections of Space Coast Area Transit purchased vehicles.

A.11.5 – Driver Training

FVS shall assist Space Coast Area Transit with the annual Rodeo training event for Space Coast Area Transit drivers and our technicians for the purpose of improving employee safety and morale.

A.11.6 – Bi-Annual License Review

FVS shall administer a bi-annual, State of Florida department highway safety and motor vehicles division of driver's license check (HSMV 73260) for each of FVS staff that will operate Space Coast Area Transit buses and support vehicle equipment, both on and off the property.

ATTACHMENT B

SPACE COAST AREA TRANSIT VEHICLE INVENTORY

(Mileage as of March 2015)

SCAT	Year	Manuf.	Model	Seats	W/C	Mileage	Engine	Transmission	Camera
1001	2002	Ford	Explorer	5	No	79,863			
1004	2003	Ford	Windstar	7	No	80,281			
1011	2003	Ford	E250	2	No	155,518			
1016	2009	Ford	Explorer	5	No	35,445			
1017	2009	Ford	F150	2	No	39,777			
1018	2006	Ford	E250	15	No	144,913			
1019	2006	Ford	E250	11	No	157,826			
1021	2006	Ford	E350	15	No	107,502			
1022	2013	Ford	Escape	5	No	10,514			
1023	2009	Ford	E250	11	No	112,872			
1024	2009	Ford	E150	8	No	130,307			
1025	2008	Dodge	Grand Caravan	7	No	118,424			
SCAT	Year	Manuf.	Model	Seats	W/C	Mileage	Engine	Transmission	Camera
6164	2006	Ford	Freestar		No	134,936			None
8293	2008	Chevrolet	Uplander		Yes	68,519			None
8294	2008	Chevrolet	Uplander		Yes	88,924			None
8295	2008	Chevrolet	Uplander		Yes	52,608			None
8296	2008	Chevrolet	Uplander		Yes	67,736			None
8297	2008	Chevrolet	Uplander		Yes	80,712			None
9603	2008	Dodge	Grand Caravan		No	122,188			None
9604	2008	Dodge	Grand Caravan		No	110,455			None
SCAT	Year	Model	Length	Seats	W/C	Mileage	Engine	Transmission	Camera
2211	2011	Glaval Titan II	23'	14	6	105,717	6.6L Duramax	Allison	Apollo
2212	2011	Glaval Titan II	23'	14	6	114,940	6.6L Duramax	Allison	Apollo
2213	2011	Glaval Titan II	23'	14	6	94,423	6.6L Duramax	Allison	Apollo
2214	2011	Glaval Titan II	23'	14	6	91,580	6.6L Duramax	Allison	Apollo
2215	2011	Glaval Titan II	23'	14	6	88,782	6.6L Duramax	Allison	Apollo
2216	2011	Glaval Titan II	23'	14	6	114,693	6.6L Duramax	Allison	Apollo
2217	2011	Glaval Titan II	23'	14	6	98,418	6.6L Duramax	Allison	Apollo
2218	2011	Glaval Titan II	23'	14	6	91,599	6.6L Duramax	Allison	Apollo
2321	2012	Glaval Titan II	23'	15	4	84,843	6.6L Duramax	Allison	Apollo

2322	2012	Glaval Titan II	23'	15	4	80,688	6.6L Duramax	Allison	Apollo
2323	2012	Glaval Titan II	23'	15	4	88,215	6.6L Duramax	Allison	Apollo
2324	2012	Glaval Titan II	23'	15	4	86,832	6.6L Duramax	Allison	Apollo
2325	2012	Glaval Titan II	23'	15	4	95,028	6.6L Duramax	Allison	Apollo
2326	2012	Glaval Titan II	23'	15	4	78,854	6.6L Duramax	Allison	Apollo
2327	2012	Glaval Titan II	23'	15	4	69,134	6.6L Duramax	Allison	Apollo
2331	2012	Glaval Titan II	23'	15	4	67,694	6.6L Duramax	Allison	Apollo
2332	2012	Glaval Titan II	23'	15	4	65,877	6.6L Duramax	Allison	Apollo
2811	2013	Champion Int'l Defender	28'	20	6	70,374	Maxx Force 7	Allison	Apollo
2812	2013	Champion Int'l Defender	28'	20	6	81,995	Maxx Force 7	Allison	Apollo
2813	2013	Champion Int'l Defender	28'	20	6	60,428	Maxx Force 7	Allison	Apollo
2814	2013	Champion Int'l Defender	28'	20	6	62,527	Maxx Force 7	Allison	Apollo
2815	2013	Champion Int'l Defender	28'	20	6	77,255	Maxx Force 7	Allison	Apollo
2816	2013	Champion Int'l Defender	28'	20	6	60,914	Maxx Force 7	Allison	Apollo
2817	2013	Champion Int'l Defender	28'	20	6	57,423	Maxx Force 7	Allison	Apollo
2818	2013	Champion Int'l Defender	28'	20	6	69,800	Maxx Force 7	Allison	Apollo
2819	2013	Champion Int'l Defender	28'	20	6	68,210	Maxx Force 7	Allison	Apollo
3004	2003	SLF 230	30'	28	2	358,655	5.9 CUM ISB	Allison	Apollo
3014	2003	SLF 230	30'	28	2	371,186	5.9 CUM ISB	Allison	Apollo
3016	2003	SLF 230	30'	28	2	368,263	5.9 CUM ISB	Allison	Apollo
3101	2009	Champion Int'l	31'	24	2	162,175	INT VT365	Allison	Apollo
3102	2009	Champion Int'l	31'	24	2	143,033	INT VT365	Allison	Apollo
3103	2009	Champion Int'l LF	31'	24	2	172,430	INT VT365	Allison	Apollo
3510	2007	Gillig LF	35'	30	2	415,377	CUM ISL	Allison	Apollo

3511	2007	Gillig LF	35'	30	2	522,697	CUM ISL	Allison	Apollo
3512	2007	Gillig LF	35'	30	2	400,145	CUM ISL	Allison	Apollo
3513	2007	Gillig LF	35'	30	2	494,606	CUM ISL	Allison	Apollo
3520	2007	Gillig LF	35'	33	4	393,311	CUM ISL	Allison	Apollo
3521	2007	Gillig LF	35'	33	4	412,534	CUM ISL	Allison	Apollo
3531	2011	Gillig LF	35'	30	2	234,472	CUM ISL	Allison	Apollo
3532	2011	Gillig LF	35'	30	2	204,110	CUM ISL	Allison	Apollo
3533	2011	Gillig LF	35'	30	2	199,548	CUM ISL	Allison	Apollo
3534	2011	Gillig LF	35'	30	2	211,031	CUM ISL	Allison	Apollo
3535	2011	Gillig LF	35'	30	2	257,764	CUM ISL	Allison	Apollo
3536	2011	Gillig LF	35'	30	2	233,006	CUM ISL	Allison	Apollo
3541	2011	Gillig LF	35'	33	4	273,055	CUM ISL	Allison	Apollo
3542	2011	Gillig LF	35'	33	4	254,175	CUM ISL	Allison	Apollo
3551	2011	Gillig LF	35'	30	2	175,324	CUM ISL	Allison	Apollo
3552	2011	Gillig LF	35'	30	2	220,426	CUM ISL	Allison	Apollo
3553	2011	Gillig LF	35'	30	2	195,357	CUM ISL	Allison	Apollo
3554	2011	Gillig LF	35'	30	2	207,710	CUM ISL	Allison	Apollo
3555	2011	Gillig LF	35'	30	2	192,989	CUM ISL	Allison	Apollo
3556	2011	Gillig LF	35'	30	2	219,914	CUM ISL	Allison	Apollo
3561	2013	Gillig LF	35'	31	2	85,834	CUM ISL	Allison	Apollo
3562	2013	Gillig LF	35'	31	2	83,695	CUM ISL	Allison	Apollo
3571	2015	Gillig LF	35'	29	3	7,857	CUM ISL	Allison	Apollo
4001	2001	TL 960	40'	39	2	319,510	3126 CAT	Allison	Apollo
4003	2001	TL 960	40'	39	2	338,548	3126 CAT	Allison	Apollo
4004	2001	TL 960	40'	39	2	330,613	3126 CAT	Allison	Apollo
4010	2007	Gillig LF	40'	34	2	451,305	CUM ISL	Allison	Apollo
4011	2007	Gillig LF	40'	34	2	503,159	CUM ISL	Allison	Apollo

4021	2011	Gillig LF	40'	37	2	212,252	CUM ISL	Allison	Apollo
4022	2011	Gillig LF	40'	37	2	183,893	CUM ISL	Allison	Apollo
4031	2013	Gillig LF	40'	38	2	110,731	CUM ISL	Allison	Apollo
4032	2013	Gillig LF	40'	38	2	81,241	CUM ISL	Allison	Apollo
4041	2015	Gillig LF	40'	35	3	10,465	CUM ISL	Allison	Apollo
4042	2015	Gillig LF	40'	35	3	11,761	CUM ISL	Allison	Apollo
4043	2015	Gillig LF	40'	35	3	7,925	CUM ISL	Allison	Apollo

ATTACHMENT C

Pricing and Cost Information

C.1. – Price Structure

Pricing for the first Contract year and is comprised of the following categories of expense:

- Labor (Direct and Indirect Personnel)
- Parts/ Supplies/ Outside Services
- Overhead Expenses
- Administrative Costs and Management Fees

C.2 – Labor

Included here are:

- **Payroll:** Wages, salaries and incentives (ASE certifications) for all technicians, administrative, and supervisory personnel directly assigned to this project, including overtime
- **Payroll Taxes:** FICA, State, and Federal unemployment taxes
- **Benefits:** Employee medical, dental, life and workers' compensation insurance, and other normal employee benefits such as vacation, paid holidays, sick leave, employee incentives, and 401k plan

C.3 – Parts, Supplies, and Sublet Services

Included here are projected costs for all target repair parts and materials, bulk fluids (excluding fuel), lubricants, batteries, freight charges on parts, deposits, core credits, warranty credits, as well as the expected costs of outside services used to maintain the fleet. Sublet service cost is the cost of both parts and labor performed by vendors for such repairs as engine/transmission rebuilding, major body, and glass repairs, etc.

FVS shall utilize both local vendors and Corporate Purchasing Agreements (CPA's) for many of the parts supplied, such as tires, batteries, filters, lubricants, etc.

C.4 – Overhead Costs

These costs include miscellaneous direct expenses that are incurred in the normal day-to-day operation of the maintenance shop and in the administration of the contract. Examples of these costs include, but are not limited to insurance, bonding, postage, office supplies, safety/environmental supplies, training, certifications, drug testing, background checks, recruitment, capital expenditures, and travel cost relating to the performance of the contract.

C.5. – Administrative Costs and Management Fees

This cost reflects FVS corporate overhead expenses (cost of doing business) for general services such as accounts payable and receivable, human resources, employee benefits administration, and other corporate services that serve to support this project and on-site staff. The management fee is FVS charge for managing this project.

Fleet Maintenance – Sublet Repair Pricing

FVS shall use best efforts to perform work in-house. It, however, is sometimes advantageous and less costly to sublet certain highly specialized work such as (but not limited to) major body repair, glass, upholstery work, radiator work, machine shop work and similar tasks for which special skills or tools may be required.

C.6 – Adjustments to the Annual Budget

On an annual basis prior to the start of each contract year, the firm, fixed price will be negotiated and mutually agreed-upon. With the exception of labor, FVS will use the CPI-U for all urban consumers in the Transportation Motor Vehicle Maintenance and Repair category for the prior year for a cost adjustment proposal. Due to the shortage and high demand for technicians, the labor increases or decreases shall be negotiated separately from the CPI-U adjustments to reflect actual wage trends in the local area.

C.7. – Cost Adjustment for Changes in Fleet Size

Cost adjustments may be made semi-annually if the fleet counts increase or decrease in any vehicle class, based on the beginning fleet list. Changes in the type of equipment in each class also are a basis for adjusting the cost of services.

C.8. – Inventory

As Space Coast Area Transit's current contractor, FVS already own the existing inventory of active parts and supplies.

C.9 – Non-Target Work

Certain work requirements will arise during the contract that is dependent on the actions or decisions of individuals other than FVS. This work is of such an unpredictable nature that it cannot reasonably be estimated in advance and therefore, cannot be included in a fixed price contract; these services are termed Non-Target Work.

FVS shall perform Non-Target Services both on a vendor and in-house basis, as requested. FVS shall seek signed authorization from the appointed representative for all Non-Target Work exceeding \$ 1,000.00 prior to execution of the repair. FVS shall invoice these costs monthly as they are incurred (as tasks are completed).

Examples of Non-Target Work include:

- **Accident, Theft, Vandalism, Misuse, Other than Fair Wear and Tear, and Acts of Nature:** Repair work costs incurred for unit repairs and towing necessitated repairing damage caused by unpredictable outside forces.
- **Directed Work:** Work requested that is considered beyond the base contract requirements, such as vehicle modifications, conversions, or alterations.
- **Emergency Work:** Services provided outside of normal shop hours, generally in support of a declared emergency such as inclement weather or natural disasters.
- **Glass Replacement:** This will be a Non-Target Expense, as this work is typically a result of accidents, vandalism, or abuse.
- **Tire Replacement:** The cost of the tires will continue to be a Non-Target Expense, but labor for tire installation will be a Targeted expense.

- **Capital Expenditures:** Capital expenditures reflect the purchase of existing major shop tools and equipment. When approved, in writing, we will purchase specified items of capital equipment for exclusive use on this contract. FVS shall invoice for these purchases on a monthly invoice according to a pre-agreed amortization schedule, until ownership passes to SCAT.

C.10 – Other Non-Target Work

The following are examples of items that will be invoiced directly at the Non-Target Labor Rate as work outside of our firm, fixed price:

- **Emergency Power Generation:** Cost incurred by FVS for repairs to generator power distribution components, used for facility emergency power. FVS shall provide the normal preventive maintenance and repair to the naturally-fueled engine of facility emergency power-generating equipment as a Target Cost.
- **Rust/Corrosion:** Costs incurred by FVS to repair, replace, or refurbish non-mechanical components due to rust and corrosion of any unit.
- **Equipment Additions:** Costs incurred by FVS to repair, replace or maintain any vehicles or equipment that were not included in the solicitation fleet list.
- **Used Vehicle Additions:** Costs incurred for all initial applicable inspections and/or any repairs required to bring any used vehicles added during the course of the contract, up to current Department of Transportation (DOT), or state and local standards, whichever is higher.

C.11 – Non-Target Labor Charge

For work performed by FVS core in-house employees, labor shall be billed at a \$ 36.50 hourly labor rate for Non-Target Work. Additionally, the overtime hourly labor rate will be \$ 36.50 per hour. Parts will be charged to SCAT at actual cost with a 15% mark-up. Vendor work will be charged to SCAT at actual cost with a 15% mark-up.

If FVS core staff performs emergency services during normal working hours, no additional labor charge will be included unless such work extends beyond FVS normal shop hours. Labor associated with emergency support services after normal business hours will be invoiced at \$36.50 hourly labor rate.

C.12 – Pricing Assumptions

Pricing is based upon understanding of the fleet maintenance requirements including assumptions, as stated below. Therefore, the pricing is based on the understanding that:

- Final terms and conditions of the resulting contract will be negotiated to the mutual acceptance of both parties. Any changes in the agreement will be confirmed by written contract amendment.
- Utilities such electricity, sewer, water, waste disposal, and local telephone will be provided at no cost.
- Additional telephone requirements and internet connections will be provided by First Vehicle Services.
- FVS shall pay costs for repairs to mechanical components under One Thousand Dollars (\$1,000.00) that are due to weakness or design flaws, excluding those that are the result of rust and corrosion.
- It is understood that the operation is exempt from state and local sales taxes. Any taxes associated with this contract will be passed through, as incurred. Should there be changes in state, local or federal laws, regulations, or other

circumstances beyond FVS ability to anticipate or control, that increase FVS costs in fulfilling the terms of the contract, and SCAT will allow an equitable price adjustment to the contract that will be mutually agreed upon by both parties.

- The pricing for the second and subsequent contract years will be mutually agreed upon prior to the start of each contract or option period.
- FVS recognizes the right to require FVS to maintain a stock of required inventory to maintain essential vehicles. In turn, SCAT agrees to coordinate with FVS on all impending vehicle retirements, so that arrangements may be made in sufficient time to dispose of any parts in inventory that are unique to such vehicles and will become obsolete/ unusable with the removal of the vehicle from the active fleet.

C.13 - COST FORM
SPACE COAST AREA TRANSIT
MAINTENANCE OPERATION UTILIZING

Vehicle Number	Cost per Mileage	x	Estimated Avg. Mileage	=	Total Annual Cost
1001	\$0.079	x	8,000	=	\$632.00
1004	\$0.079	x	8,000	=	\$632.00
1011	\$0.095	x	8,000	=	\$760.00
1016	\$0.079	x	8,000	=	\$632.00
1017	\$0.097	x	8,000	=	\$776.00
1018	\$0.097	x	8,000	=	\$776.00
1019	\$0.097	x	8,000	=	\$776.00
1021	\$0.097	x	8,000	=	\$776.00
1022	\$0.073	x	8,000	=	\$584.00
1023	\$0.097	x	8,000	=	\$776.00
1024	\$0.097	x	8,000	=	\$776.00
1025	\$0.097	x	8,000	=	\$776.00
2211	\$0.208	x	28,000	=	\$5,824.00
2212	\$0.208	x	28,000	=	\$5,824.00
2213	\$0.208	x	28,000	=	\$5,824.00
2214	\$0.208	x	28,000	=	\$5,824.00
2215	\$0.208	x	28,000	=	\$5,824.00
2216	\$0.208	x	28,000	=	\$5,824.00
2217	\$0.208	x	28,000	=	\$5,824.00
2218	\$0.208	x	28,000	=	\$5,824.00
2321	\$0.208	x	28,000	=	\$5,824.00
2322	\$0.208	x	28,000	=	\$5,824.00
2323	\$0.208	x	28,000	=	\$5,824.00
2324	\$0.208	x	28,000	=	\$5,824.00
2325	\$0.208	x	28,000	=	\$5,824.00
2326	\$0.208	x	28,000	=	\$5,824.00
2327	\$0.208	x	28,000	=	\$5,824.00
2331	\$0.208	x	28,000	=	\$5,824.00
2332	\$0.208	x	28,000	=	\$5,824.00
2811	\$0.195	x	35,000	=	\$6,825.00
2812	\$0.195	x	35,000	=	\$6,825.00
2813	\$0.195	x	35,000	=	\$6,825.00
2814	\$0.195	x	35,000	=	\$6,825.00
2815	\$0.195	x	35,000	=	\$6,825.00
2816	\$0.195	x	35,000	=	\$6,825.00
2817	\$0.195	x	35,000	=	\$6,825.00
2818	\$0.195	x	35,000	=	\$6,825.00
2819	\$0.195	x	35,000	=	\$6,825.00

3004	\$0.240	x	11,000	=	\$2,640.00
3014	\$0.240	x	11,000	=	\$2,640.00
3016	\$0.240	x	11,000	=	\$2,640.00
3101	\$0.195	x	17,000	=	\$3,315.00
3102	\$0.195	x	17,000	=	\$3,315.00
3103	\$0.195	x	17,000	=	\$3,315.00
3510	\$0.222	x	48,000	=	\$10,656.00
3511	\$0.222	x	48,000	=	\$10,656.00
3512	\$0.222	x	48,000	=	\$10,656.00
3513	\$0.222	x	48,000	=	\$10,656.00
3520	\$0.222	x	48,000	=	\$10,656.00
3521	\$0.222	x	48,000	=	\$10,656.00
3531	\$0.222	x	60,000	=	\$13,320.00
3532	\$0.222	x	60,000	=	\$13,320.00
3533	\$0.222	x	60,000	=	\$13,320.00
3534	\$0.222	x	60,000	=	\$13,320.00
3535	\$0.222	x	60,000	=	\$13,320.00
3536	\$0.222	x	60,000	=	\$13,320.00
3541	\$0.222	x	60,000	=	\$13,320.00
3542	\$0.222	x	60,000	=	\$13,320.00
3551	\$0.222	x	60,000	=	\$13,320.00
3552	\$0.222	x	60,000	=	\$13,320.00
3553	\$0.222	x	60,000	=	\$13,320.00
3554	\$0.222	x	60,000	=	\$13,320.00
3555	\$0.222	x	60,000	=	\$13,320.00
3556	\$0.222	x	60,000	=	\$13,320.00
3561	\$0.222	x	60,000	=	\$13,320.00
3562	\$0.222	x	60,000	=	\$13,320.00
3571	\$0.222	X	60,000	=	\$13,320.00
4001	\$0.308	x	5,000	=	\$1,540.00
4003	\$0.308	x	5,000	=	\$1,540.00
4004	\$0.308	x	5,000	=	\$1,540.00
4010	\$0.262	x	60,000	=	\$15,720.00
4011	\$0.262	x	60,000	=	\$15,720.00
4021	\$0.262	x	60,000	=	\$15,720.00
4022	\$0.262	x	60,000	=	\$15,720.00
4031	\$0.262	x	60,000	=	\$15,720.00
4032	\$0.262	x	60,000	=	\$15,720.00
4041	\$0.262	x	60,000	=	\$15,720.00
4042	\$0.262	x	60,000	=	\$15,720.00
4043	\$0.262	x	60,000	=	\$15,720.00
6164	\$0.097	x	3,000	=	\$291.00
8293	\$0.108	x	9,000	=	\$972.00

8294	\$0.108		x		9,000		=	\$972.00
8295	\$0.108		x		9,000		=	\$972.00
8296	\$0.108		x		9,000		=	\$972.00
8297	\$0.108		x		9,000		=	\$972.00
9603	\$0.097		x		3,000		=	\$291.00
9604	\$0.097		x		3,000		=	\$291.00
TOTAL:								\$629,179.00

FVS may request a 2.5% increase per year per vehicle for cost per mileage.

FVS to supply diesel and gasoline at a pricing structure based on OPIS, without mark-up.

Fixed cost per month as stated in Section VI. 5.5 of RFP #P4-15-10.

$$\text{\$ } \underline{70,160.10} \times 12 \text{ months} = \text{\$ } \underline{841,921.20}$$

Add-on work costs \\$ 36.50 average per labor hour

15% markup of parts required

Emergency Services \\$ 36.50 hourly

ATTACHMENT D
Federal Transit Administration
Clauses and Certifications

Federal Clauses

(1) Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

FVS shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. FVS shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. FVS shall include the requirements of this section in all subcontracts that may involve international air transportation.

(2) Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) FVS shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

(3) Clean Water

All Contracts and Subcontracts over \$100,000 FVS shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. FVS shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. FVS shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

(4) Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any

Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

(5) Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), FVS shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and FVS records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. FVS shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, FVS shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, FVS shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the FVS which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, FVS shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. FVS shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. FVS shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case FVS agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

(6) Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(7) Clean Air

1) FVS shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. FVS shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) FVS shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

(8) No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) FVS agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(9) Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) If FVS makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on FVS, to the extent the US Government deems appropriate.

(3) FVS shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(10) Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000.

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

b. Termination for Default [Breach or Cause] (General Provision) If FVS does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and FVS fails to perform in the manner called for in the contract, or if FVS fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to FVS setting forth the manner in which FVS is in default. FVS shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow FVS an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

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

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

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

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

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

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

If this contract is terminated while FVS has possession of the recipient goods, FVS shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. FVS and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that FVS was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If FVS refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if FVS fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to FVS a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. FVS and its sureties shall be liable for any damage to the recipient resulting from FVS's refusal or failure to complete the work within specified time, whether or not FVS's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

FVS's right to proceed shall not be terminated nor shall FVS be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of FVS. Examples of such causes include: acts of God, acts of the recipient, acts of another FVS in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. FVS, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of FVS's right to proceed, it is determined that FVS was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of FVS's failure to fulfill contract obligations. The recipient shall terminate by delivering to FVS a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, FVS shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for FVS's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and FVS shall be

liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on FVS. The notice shall state whether termination is for convenience of the recipient or for default of FVS. If termination is for default, the notice shall state the manner in which FVS has failed to perform the requirements of the contract. FVS shall account for any property in its possession paid for from funds received from the recipient, or property supplied to FVS by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to FVS in proportion to the value, if any, of work performed up to the time of termination. FVS shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to FVS. If termination is for the recipient's convenience, FVS shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that FVS has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of FVS, the recipient, after setting up a new work schedule, may allow FVS to continue work, or treat the termination as a termination for convenience.

(11) Government Wide Debarment and Suspension (Non-Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

(12) Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

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

(1) FVS agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, FVS agrees to obtain the express consent of the Federal Government before FVS or its employees operate a system of records on behalf of the Federal Government. FVS understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) FVS also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

(13) Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. **Nondiscrimination in Federal Public Transportation Programs.** The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with

applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law,

the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination

Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities:

Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

(14) Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, FVS mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, FVS shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon FVS and FVS shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, FVS shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and FVS arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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

(15) Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK

(\$3,000 or less, except for construction contracts over \$2,000). Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data":

(1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost Analyses, or (c) Other similar information used for Project Administration.

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law, Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent, Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

(1) Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: The Freedom of Information Act, 5 U.S.C. § 552, Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

(16) Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE

participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. FVS shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. FVS shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by FVS 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 municipal corporation deems appropriate. Each subcontract the FVS signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, First Vehicle Services is required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, First Vehicle Services shall be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The FVS is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the FVS's receipt of payment for that work from the recipient. In addition, the FVS may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and FVS's receipt of the partial retainage payment related to the subcontractor's work.

f. The FVS must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

(17) Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The FVS agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is

satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

(18) Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(19) Other Federal Requirements

The following requirements are not federal clauses.

(20) Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

(21) Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the FVS shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

(22) Conformance with ITS National Architecture

FVS shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

(23) Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, FVS shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

(24) Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

(25) Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If FVS is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

(26) Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

(27) Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. FVS shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. FVS shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. FVS's failure to so comply shall constitute a material breach of this contract.

(28) Real Property

Any contract entered into shall contain the following provisions: FVS shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and

directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. FVS's failure to so comply shall constitute a material breach of this contract.

(29) Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

(30) Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

(1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

(31) Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

(32) Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

(33) Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

(34) CFDA number for the Federal Transportation Administration

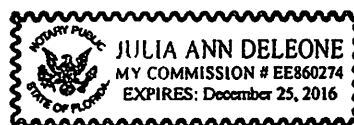
A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Company Name First Vehicle Services, Inc.

Type or print authorized representative name Dale R. Domish, SVP

Signature of authorized representative *Dale R. Domish* Date 4-30-11

Signature of notary and SEAL *Julia Ann DeLeone*



Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Dale R. Domish, SVP hereby certify
(Name and title of official)

On behalf of First Vehicle Services, Inc. that:
(Name of Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

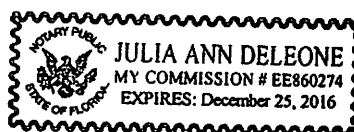
The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company Name First Vehicle Services, Inc.

Type or print name Dale R. Domish, SVP

Signature of authorized representative Dale R. Domish Date 4/20/2015

Signature of notary and SEAL Julia Ann DeLeone



Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction, or contract under a public transaction,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in is Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- (3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

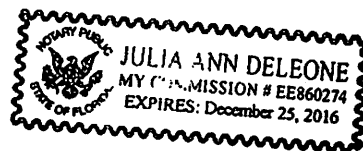
Certification

Name of Company Name First Vehicle Services, Inc.

Type or print name Dale R. Domish, SVP

Signature of authorized representative Dale R. Domish Date 4/13/2015

Signature of notary and SEAL Julia Ann DeLeone



AMENDMENT # 1
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
ON BEHALF OF SPACE COAST AREA TRANSIT (SCAT)
AND
FIRST VEHICLE SERVICES, Inc.

This Amendment is made this 1ST day of May, 2016 by and between The BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
ON BEHALF OF SPACE COAST AREA TRANSIT (SCAT) ("the County")
and First Vehicle Services, Inc. ("the Contractor").

WHEREAS the County and the Contractor now desire to amend the Current Contract and adjust the cost target, approved budget in accordance with Attachment C.6 and C.12 of the Contract; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings contained in the Contract and this Amendment, the City and the Contractor agree to amend and reaffirm the contract as follows:

1. In accordance with Attachment C.6 of the Contract, the Fixed Fee Approved Budget for the period of May 1, 2016 through April 30, 2017 shall be Eight Hundred Fifty Seven Thousand, Seventy Five Dollars and 78 Cents (\$857,075.78).
2. The approved budget is predicated on the understanding that a CPI increase of 1.8% is applied to all categories.
3. In accordance with Attachment C.12 of the Contract, the Mileage Fee Approved Budget for the period of May 1, 2016 through April 30, 2017 shall be increased by 2.5% for existing units. New units brought into the fleet are priced in accordance with the following rates:

SPACE COAST AREA TRANSIT
2016/2017 Dry Mileage - 2.5% Increase

Vehicle	Cost per
Number	Dry Mileage
1001	\$ 0.081
1016	\$ 0.099
1017	\$ 0.099
1022	\$ 0.075
1023	\$ 0.099
1024	\$ 0.099
1025	\$ 0.099
1026	\$ 0.099
1027	\$ 0.099
1028	\$ 0.099
1029	\$ 0.099

1030		\$ 0.099
2211		\$ 0.213
2212		\$ 0.213
2213		\$ 0.213
2214		\$ 0.213
2215		\$ 0.213
2216		\$ 0.213
2217		\$ 0.213
2218		\$ 0.213
2321		\$ 0.213
2322		\$ 0.213
2323		\$ 0.213
2324		\$ 0.213
2325		\$ 0.213
2326		\$ 0.213
2327		\$ 0.213
2331		\$ 0.213
2332		\$ 0.213
2811		\$ 0.200
2812		\$ 0.200
2813		\$ 0.200
2814		\$ 0.200
2815		\$ 0.200
2816		\$ 0.200
2817		\$ 0.200
2818		\$ 0.200
2819		\$ 0.200
3004		\$ 0.246
3014		\$ 0.246
3016		\$ 0.246
3101		\$ 0.200
3102		\$ 0.200
3103		\$ 0.200
3510		\$ 0.228
3511		\$ 0.228
3512		\$ 0.228
3513		\$ 0.228
3520		\$ 0.228
3521		\$ 0.228
3531		\$ 0.228
3532		\$ 0.228
3533		\$ 0.228
3534		\$ 0.228
3535		\$ 0.228
3536		\$ 0.228
3541		\$ 0.228
3542		\$ 0.228
3551		\$ 0.228
3552		\$ 0.228
3553		\$ 0.228
3554		\$ 0.228
3555		\$ 0.228
3556		\$ 0.228

3561		\$ 0.228
3562		\$ 0.228
3571		\$ 0.228
4001		\$ 0.316
4003		\$ 0.316
4004		\$ 0.316
4010		\$ 0.269
4011		\$ 0.269
4021		\$ 0.269
4022		\$ 0.269
4031		\$ 0.269
4032		\$ 0.269
4041		\$ 0.269
4042		\$ 0.269
4043		\$ 0.269
6164		\$ 0.099
8293		\$ 0.111
8294		\$ 0.111
8295		\$ 0.111
8296		\$ 0.111
8297		\$ 0.111
9603		\$ 0.099

4. This Amendment supersedes all oral negotiations and prior contemporaneous writings with respect to the subject matter hereof and is intended by the City and Contractor as the final expression of the agreement with respect to the terms and conditions set forth herein and as the complete and exclusive statement of the terms agreed to by the City and Contractor. If there is any conflict between the terms, conditions, and provisions of the Amendment and those of any other agreement or instrument, the terms, conditions and provisions of this Amendment shall prevail.

Except as expressly amended by this document, the Contract as previously executed remains in full force and effect and legally binding upon the County and the Contractor.

IN WITNESS WHEREOF, the County and Contractor hereto have affixed their respective signatures as of the dates below.

Attest:

COUNTY OF BREVARD (County)

Name

Transit Director
Title

5-25-16
Date

Attest:

FIRST VEHICLE SERVICES, Inc.

Dale Domish, Senior Vice President,
First Vehicle Services, Inc.

Date

AMENDMENT #2
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
ON BEHALF OF SPACE COAST AREA TRANSIT (SCAT)
AND
FIRST VEHICLE SERVICES, INC.

This Amendment is made this 1st day of May, 2017 by and between the Board of County Commissioners of Brevard County, Florida on behalf of Space Coast Area Transit (SCAT) ("the County") and First Vehicle Services, Inc. ("the Contractor").

WHEREAS, the County and the Contractor now desire to amend the Current Contract (#2969) and adjust the cost target, approved budget in accordance with Attachment C.6 and C.12. of the Contract; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings in the Contract, Amendment #1 and this Amendment (#2), the County and the Contractor agree to amend and reaffirm the contract as follows:

1. In accordance with Attachment C.6 of the Contract, the Fixed Fee Approved Budget for the period of May 1, 2017 through April 30, 2018 shall be Eight Hundred Seventy Two Thousand, Five Hundred Three Dollars and 20 cents (\$872,503.20).
2. The approved budget is predicated on the understanding that a CPI increase of 1.8% is applied to all categories.
3. In accordance with Attachment C.12 of the Contract, the Mileage Fee Approved Budget for the period of May 1, 2016 through April 30, 2017 shall be increased by 2.5% for existing units. New units brought into the fleet are priced in accordance with the following rates:

SPACE COAST AREA TRANSIT
2017/2018 DRY MILEAGE – 2.5% INCREASE

Vehicle Number	Cost per Dry Mileage
1001	\$0.083
1016	\$0.101
1017	\$0.101
1022	\$0.077
1023	\$0.101
1024	\$0.101
1025	\$0.101
1026	\$0.101
1027	\$0.101

1028	\$0.101
1029	\$0.101
1030	\$0.101
2211	\$0.218
2212	\$0.218
2213	\$0.218
2214	\$0.218
2215	\$0.218
2216	\$0.218
2217	\$0.218
2218	\$0.218
2321	\$0.218
2322	\$0.218
2323	\$0.218
2324	\$0.218
2325	\$0.218
2326	\$0.218
2327	\$0.218
2331	\$0.218
2332	\$0.218
2811	\$0.205
2812	\$0.205
2813	\$0.205
2814	\$0.205
2815	\$0.205
2816	\$0.205
2817	\$0.205
2818	\$0.205
2819	\$0.205
3004	\$0.252
3014	\$0.252
3016	\$0.252
3101	\$0.205
3102	\$0.205
3103	\$0.205
3510	\$0.234
3511	\$0.234
3512	\$0.234
3513	\$0.234
3520	\$0.234
3521	\$0.234
3531	\$0.234
3532	\$0.234
3533	\$0.234
3534	\$0.234

3535	\$0.234
3536	\$0.234
3541	\$0.234
3542	\$0.234
3551	\$0.234
3552	\$0.234
3553	\$0.234
3554	\$0.234
3555	\$0.234
3556	\$0.234
3561	\$0.234
3562	\$0.234
3571	\$0.234
3581	\$0.234
3582	\$0.234
3583	\$0.234
3584	\$0.234
3585	\$0.234
4010	\$0.276
4011	\$0.276
4021	\$0.276
4022	\$0.276
4031	\$0.276
4032	\$0.276
4041	\$0.276
4042	\$0.276
4043	\$0.276
6164	\$0.101
8293	\$0.114
8294	\$0.114
8295	\$0.114
8296	\$0.144
8297	\$0.114
9603	\$0.101

4. This Amendment supersedes all oral negotiations and prior contemporaneous writings with respect to the subject matter hereof and is intended by the City and Contractor as the final expression of the agreement with respect to the terms and conditions set forth herein and as the complete and exclusive statement of the terms agreed to by the County and Contractor. If there is any conflict between the terms, conditions, and provisions of this Amendment and those of any other agreement or instrument, the terms, conditions and provisions of this Amendment shall prevail.

Except as expressly amended by this document, the Contract as previously executed remain in full force and effect and legally binding upon the County and the Contractor.

IN WITNESS WHEREOF, the County and Contractor hereto have affixed their respective signatures as of the dates below.

Attest:

Catherine [Signature]

BREVARD BOARD OF COUNTY COMMISSIONERS
d/b/a SPACE COAST AREA TRANSIT (County)

[Signature]
James P. Liesenfelt, Transit Director

5-22-17
Date

Attest:

[Signature]

FIRST VEHICLE SERVICES, INC. (Contractor)

[Signature]
Dale Domish, Senior Vice-President

6-2-17
Date

AMENDMENT #3
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
ON BEHALF OF SPACE COAST AREA TRANSIT
AND
FIRST VEHICLE SERVICES, INC.

This Amendment is made this 1st day of May, 2018 by and between the Board of County Commissioners of Brevard County, Florida on behalf of Space Coast Area Transit ("the County") and First Vehicle Services, Inc. ("the Contractor").

WHEREAS, the County and the Contractor now desire to amend the Current Contract (#2969) and adjust the cost target, approved budget in accordance with Attachment C.6 and C.12. of the Contract; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings in the Contract, Amendment #1, Amendment #2, and this Amendment (#3), the County and the Contractor agree to amend and reaffirm the contract as follows:

1. In accordance with Attachment C.6 of the Contract, the Fixed Fee Approved Budget for the period of May 1, 2018 through April 30, 2019 shall be Eight Hundred Eighty-Eight Thousand, Eighty-One Dollars and 10 cents (\$889,081.20).
2. The approved budget is predicated on the understanding that a CPI increase of 1.9% is applied to all categories.
3. In accordance with Attachment C.12 of the Contract, the Mileage Fee Approved Budget for the period of May 1, 2018 through April 30, 2019 shall be increased by 2.5% for existing units. New units brought into the fleet are priced in accordance with the following rates:

**SPACE COAST AREA TRANSIT
2018/2019 DRY MILEAGE – 2.5% INCREASE**

Vehicle Number	Cost per Dry Mileage
1001	\$0.085
1016	\$0.104
1017	\$0.104
1022	\$0.079
1023	\$0.104
1024	\$0.104
1025	\$0.104
1026	\$0.104
1027	\$0.104

1028	\$0.104
1029	\$0.104
1030	\$0.104
1601	\$0.116
1602	\$0.116
1701	\$0.116
1702	\$0.116
1703	\$0.116
1704	\$0.116
1705	\$0.116
2211	\$0.223
2212	\$0.223
2213	\$0.223
2214	\$0.223
2215	\$0.223
2216	\$0.223
2217	\$0.223
2218	\$0.223
2321	\$0.223
2322	\$0.223
2323	\$0.223
2324	\$0.223
2325	\$0.223
2326	\$0.223
2327	\$0.223
2331	\$0.223
2332	\$0.223
2811	\$0.21
2812	\$0.21
2813	\$0.21
2814	\$0.21
2815	\$0.21
2816	\$0.21
2817	\$0.21
2818	\$0.21
2819	\$0.21
3004	\$0.258
3014	\$0.258
3016	\$0.258
3101	\$0.21
3102	\$0.21
3103	\$0.21
3510	\$0.24
3511	\$0.24
3512	\$0.24

3513	\$0.24
3520	\$0.24
3521	\$0.24
3531	\$0.24
3532	\$0.24
3533	\$0.24
3534	\$0.24
3535	\$0.24
3536	\$0.24
3541	\$0.24
3542	\$0.24
3551	\$0.24
3552	\$0.24
3553	\$0.24
3554	\$0.24
3555	\$0.24
3556	\$0.24
3561	\$0.24
3562	\$0.24
3571	\$0.24
3581	\$0.24
3582	\$0.24
3583	\$0.24
3584	\$0.24
3585	\$0.24
4010	\$0.283
4011	\$0.283
4021	\$0.283
4022	\$0.283
4031	\$0.283
4032	\$0.283
4041	\$0.283
4042	\$0.283
4043	\$0.283
8293	\$0.116
8294	\$0.116

4. This Amendment supersedes all oral negotiations and prior contemporaneous writings with respect to the subject matter hereof and is intended by the County and Contractor as the final expression of the agreement with respect to the terms and conditions set forth herein and as the complete and exclusive statement of the terms agreed to by the County and Contractor. If there is any conflict between the terms, conditions, and provisions of this Amendment and those of any other agreement or instrument, the terms, conditions and provisions of this Amendment shall prevail.

Except as expressly amended by this document, the Contract as previously executed remain in full force and effect and legally binding upon the County and the Contractor.

IN WITNESS WHEREOF, the County and Contractor hereto have affixed their respective signatures as of the dates below.

Attest:

BREVARD BOARD OF COUNTY COMMISSIONERS
d/b/a SPACE COAST AREA TRANSIT (County)

Catherine J. [Signature]

Scott J. Nelson
Scott J. Nelson, Transit Director

5/21/18
Date

Attest:

FIRST VEHICLE SERVICES, INC. (Contractor)

John De Leone

Dale R. Domish
Dale Domish, Senior Vice-President

5/25/18
Date

AMENDMENT NO. 4
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT
BETWEEN THE BOARD OF COUNTY COMMISSIONER OF BREVARD COUNTY, FLORIDA ON
BEHALF OF SPACE COAST AREA TRANSIT CONTRACT
AND
FIRST VEHICLE SERVICES

THIS AGREEMENT made and entered into this 24th day of July, 2018
by and between First Vehicle Services, Inc., hereinafter referred to as "Contractor", and the BOARD
OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the
State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Agreement on September 17,
2013 titled "Space Coast Area Transit Vehicle Fleet Maintenance and Repair Management Services"
and;

WHEREAS, that Agreement was first amended on May 1, 2016 to adjust the cost target and
approved budget for period May 1, 2016 through April 30, 2017;

WHEREAS, that Agreement was amended again on May 1, 2017 to adjust the cost target and
approved budget for period May 1, 2017 through April 30, 2018;

WHEREAS, that Agreement was amended again on May 1, 2018 to adjust the cost target and
approved budget for period May 1, 2018 through April 30, 2019;

WHEREAS, the parties hereto desire now to amend the term of that Agreement to end on April
30, 2020;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained,
the parties agree, as follows:

1. That the term of the Agreement as provided in, Section 2. TERM, shall be until April 30,
2020.
2. That all other terms and conditions of the Agreement shall remain in full force and effect.

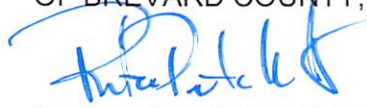
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the
date first above written.

FIRST VEHICLE SERVICES, INC.



Dale Domish, Senior Vice President

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Rita Pritchett, Chair

As approved by the Board on September 17, 2013

Reviewed for legal form and content:

By: 

AMENDMENT #5
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
ON BEHALF OF SPACE COAST AREA TRANSIT
AND
FIRST VEHICLE SERVICES, INC.

This Amendment is made this 1st day of May, 2019 by and between the Board of County Commissioners of Brevard County, Florida on behalf of Space Coast Area Transit (“the County”) and First Vehicle Services, Inc. (“the Contractor”).

WHEREAS, the County and the Contractor now desire to amend the Current Contract (#2969) and adjust the cost target, approved budget in accordance with Attachment C.6 and C.12. of the Contract; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings in the Contract, Amendment #1, Amendment #2, Amendment #3, Amendment #4 and this Amendment (#5), the County and the Contractor agree to amend and reaffirm the contract as follows:

1. In accordance with Attachment C.6 of the Contract, the Fixed Fee Approved Budget for the period of May 1, 2019 through April 30, 2020 shall be Nine Hundred Five Thousand, Nine Hundred Seventy-Three and 74 cents (\$905,973.74).
2. The approved budget is predicated on the understanding that a CPI increase of 1.9% is applied to all categories.
3. In accordance with Attachment C.12 of the Contract, the Mileage Fee Approved Budget for the period of May 1, 2019 through April 30, 2020 shall be increased by 2.5% for existing units. New units brought into the fleet are priced in accordance with the following rates:

SPACE COAST AREA TRANSIT
2019/2020 DRY MILEAGE – 2.5% INCREASE

Vehicle Number	Cost per Dry Mileage
1001	\$0.087
1016	\$0.106
1017	\$0.106
1022	\$0.080
1024	\$0.106
1025	\$0.106
1026	\$0.106
1028	\$0.106

1030	\$0.106
1031	\$0.106
1032	\$0.080
1033	\$0.106
1034	\$0.106
1035	\$0.106
1036	\$0.106
1601	\$0.119
1602	\$0.119
1701	\$0.119
1702	\$0.119
1703	\$0.119
1704	\$0.119
1705	\$0.119
2211	\$0.229
2212	\$0.229
2213	\$0.229
2214	\$0.229
2215	\$0.229
2216	\$0.229
2217	\$0.229
2218	\$0.229
2321	\$0.229
2322	\$0.229
2323	\$0.229
2324	\$0.229
2325	\$0.229
2326	\$0.229
2327	\$0.229
2331	\$0.229
2332	\$0.229
2811	\$0.215
2812	\$0.215
2813	\$0.215
2814	\$0.215
2815	\$0.215
2816	\$0.215
2817	\$0.215
2818	\$0.215
2819	\$0.215
3014	\$0.264
3016	\$0.264
3021	\$0.234
3022	\$0.234
3023	\$0.234

3024	\$0.234
3102	\$0.215
3510	\$0.246
3511	\$0.246
3512	\$0.246
3513	\$0.246
3520	\$0.246
3521	\$0.246
3531	\$0.246
3532	\$0.246
3533	\$0.246
3534	\$0.246
3535	\$0.246
3536	\$0.246
3541	\$0.246
3542	\$0.246
3551	\$0.246
3552	\$0.246
3553	\$0.246
3554	\$0.246
3555	\$0.246
3556	\$0.246
3561	\$0.246
3562	\$0.246
3571	\$0.246
3581	\$0.246
3582	\$0.246
3583	\$0.246
3584	\$0.246
3585	\$0.246
4010	\$0.290
4011	\$0.290
4021	\$0.290
4022	\$0.290
4031	\$0.290
4032	\$0.290
4041	\$0.290
4042	\$0.290
4043	\$0.290
8293	\$0.119

4. This Amendment supersedes all oral negotiations and prior contemporaneous writings with respect to the subject matter hereof and is intended by the County and Contractor as the final expression of the agreement with respect to the terms and

conditions set forth herein and as the complete and exclusive statement of the terms agreed to by the County and Contractor. If there is any conflict between the terms, conditions, and provisions of this Amendment and those of any other agreement or instrument, the terms, conditions and provisions of this Amendment shall prevail.

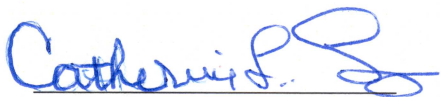
Except as expressly amended by this document, the Contract as previously executed remain in full force and effect and legally binding upon the County and the Contractor.

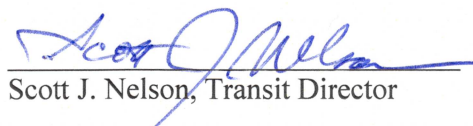
IN WITNESS WHEREOF, the County and Contractor hereto have affixed their respective signatures as of the dates below.

Type text here

Attest:

BREVARD BOARD OF COUNTY COMMISSIONERS
d/b/a SPACE COAST AREA TRANSIT (County)

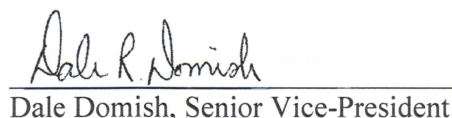



Scott J. Nelson, Transit Director

5/17/19
Date

Attest:

FIRST VEHICLE SERVICES, INC. (Contractor)


Dale Domish, Senior Vice-President

5-17-19
Date