

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
ADA PARATRANSIT SERVICES
WITH
STAR SHUTTLE, INC.**

This Agreement (the "Agreement") is made as of this _____ day of the month of _____, 2020 by and between Star Shuttle, Inc., with offices at 1343 Hallmark Drive, San Antonio, Texas 78216 ("Star Shuttle"), and the City of Round Rock, Texas, a home-rule municipal corporation, with offices at 221 East Main Street, Round Rock, Texas 78664 (the "City").

RECITALS:

WHEREAS, the American with Disabilities Act of 1990 (ADA) requires public entities who operate non-commuter fixed route transportation services to provide complementary paratransit service; and

WHEREAS, Paratransit Bus Service shall consist of feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for a part of the trip, and curb-to-curb shared ride bus service within the City limits; and

WHEREAS, City desires to contract with a vendor to perform ADA Complementary Paratransit Bus Service (the "Service"), for full turnkey services, including all necessary administration, equipment, facilities, maintenance and personnel to operate and maintain said Service; and

WHEREAS, such Service shall consist of feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for a part of the trip, and curb-to-curb shared ride bus service within the City limits; and

WHEREAS, such Service shall be available to Round Rock residents who are unable to ride or disembark from any fixed route vehicle or any individual whose specific disability makes it impossible for them to travel independently all or some of the time on a fixed route; and

WHEREAS, City has issued its "Request for Proposals" (the "RFP") for the provision of said Service, and City has selected the proposal submitted by Star Shuttle (the "Proposal"), attached as Exhibit "A" hereto and incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1
CONTRACT DOCUMENTS

1.1 Contract Documents. The following shall comprise the Contract Documents (collectively the “Agreement”):

- (i) City of Round Rock Agreement for ADA Paratransit Services with Star Shuttle, Inc.;
- (ii) Request for Proposals and all Attachments to the Request for Proposals (Exhibit “A”);
- (iii) Star Shuttle’s Proposal (Exhibit “B”);
- (iv) Pricing (Exhibit “C”); and
- (v) City’s executed “Cost or Price Analysis (Reasonableness) Form (Exhibit “D”).

The Exhibits (“A” through “D”), together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full. The intent of these documents set forth above are to cumulatively formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Star Shuttle in its Proposal in response to the RFP.

SECTION 2
SCOPE OF WORK

2.1. Scope of Work. Star Shuttle agrees to provide to the City certain herein-described services during the term of this Agreement, such services to be delivered pursuant to the terms and conditions of this Agreement and pursuant to Exhibit “A” (RFP) and Exhibit “B” (Proposal).

2.2. Services and Pricing All-Inclusive. The pricing delineated in this Agreement in Exhibit “C” (the “Pricing”) shall include all products, services, equipment, goods, services, labor, training, maintenance, warranties and guarantees, programs, and the like.

SECTION 3
EFFECTIVE DATE; COMMENCEMENT DATE; TERM; RIGHT OF REVIEW

3.1. Effective Date. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

3.2. Term. The term of this Agreement shall be for sixty (60) months from the Effective Date hereof.

- 3.2.1. The City has the right to extend this Agreement in order to require Star Shuttle to perform any or all elements of service required hereunder, and such extension of this Agreement shall be for a period not to exceed one hundred twenty (120) days following expiration of the Agreement. Such extension shall be effectuated by the City giving Star Shuttle written notice of extension, and the pricing set forth in

this Agreement shall apply to any 120-day extension period effectuated by this provision.

3.2.2. Star Shuttle expressly acknowledges that the Service is vital to the City, and shall be continued without interruption. Therefore, upon expiration of this Agreement in any form or manner, the City or another successor entity may continue the Service. In that event, Star Shuttle expressly acknowledges and agrees to use best efforts to cooperate and effectuate an orderly and efficient transition to a service provided by the City or another successor entity.

3.3. Right of Review. The City reserves the right to review Star Shuttle's provision of and services at any time during the term, and may elect to terminate this Agreement with or without cause or may elect to continue. By way of illustration and not limitation, the City may review as a consideration for continuation the following: performance, pricing, continued need, and substantial advancements in technologies and/or services.

SECTION 4 **SERVICES TO BE PERFORMED BY STAR SHUTTLE**

4.1 Services to be Performed. The City and Star Shuttle shall have the respective rights and obligations set forth in Exhibit "A" and Exhibit "B." Star Shuttle shall provide the Service, and all related necessary service in accordance with the terms and provisions set forth in Exhibits "A" and "B" to this Agreement. Star Shuttle shall fully and timely provide all deliverables described herein and in Star Shuttle's offer or proposal in strict accordance with the terms, covenants and conditions of this Agreement and all applicable federal, state and local laws, rules and regulations.

SECTION 5 **PRICING, INVOICING AND PAYMENT**

5.1. Pricing. The parties hereby agree that the Pricing shall be as delineated in Exhibit "C". The City shall be authorized to pay Star Shuttle an amount not-to-exceed **Five Million Two Hundred Seventy Thousand and No/100 (\$5,270,000.00)** during the term of this Agreement.

5.2. Prices Firm. Prices shall be firm for the duration of this Agreement or renewal/extension periods except as provided for by Section 5.2.1 entitled "Price Adjustments." Star Shuttle shall not exceed the price of the Agreement without express prior written approval of the City. No separate line item charges shall be permitted for either proposal or invoice purposes, which shall include equipment rental and costs associated with obtaining permits or any other extraneous charges.

5.2.1. Price Adjustments. The City may consider adjustments to the Cost for fuel increases or decreases or added governmental requirements related to Homeland Security. The City and Star Shuttle shall agree to adjust fuel cost up or down based on the US Department of Energy Information Administration Weekly Retail On-Highway Diesel Fuel Prices Index.

i. Any price increase requested by Star Shuttle shall be in writing and accompanied with the appropriate index documentation to justify the change at least seven (7) days prior to requested effective date.

ii. All price increases are subject to City approval before they become effective.

iii. The City shall notify Star Shuttle of intent to decrease price with appropriate index documentation and a letter stating same. Fuel price used at commencement of Service shall be that of the indexed rate on the date of contract signing. The link to the referenced index is: <https://www.eia.gov/petroleum/gasdiesel/>

5.2.2 Revenue Hours. The City may desire to increase or decrease the number of Revenue Hours and shall do so with a minimum of 30-day notice to Star Shuttle and amendment to the Agreement.

i. Changes to Cost and/or Firm Hourly Rate resulting from changes to the number of Revenue Hours will be negotiated in accordance with the specifications herein not to exceed 25%.

ii. In the event that City and Star Shuttle do not arrive at a Firm Hourly Rate adjustment at any time Agreement, the City may use another entity to perform the required service and charge Star Shuttle the difference in price.

5.3. Invoicing and Payment. Star Shuttle shall submit one (1) original invoice by the tenth (10th) calendar day of each month for services rendered during the previous calendar month in accordance with the terms and conditions set forth in Exhibit "A."

SECTION 6 **PROMPT PAYMENT POLICY**

6.1. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Star Shuttle shall be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Star Shuttle may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

6.1.1. There is a bona fide dispute between the City and Star Shuttle, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

6.1.2. There is a bona fide dispute between Star Shuttle and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

- 6.1.3. The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- 6.1.4. The invoice is not mailed to the City in strict accordance with any instruction relating to the payment.

SECTION 7
LIQUIDATED DAMAGES

7.1. Liquidated Damages. Star Shuttle must always strive to provide service in a manner which maximizes the safety, customer service, image, and efficiency. In cases where Star Shuttle does not meet the performance standards listed below, Star Shuttle will be given the opportunity to demonstrate that the failure could not reasonably have been prevented. Failures caused by natural disasters or extreme and unusual weather or traffic conditions will be considered non-preventable. Any such claim must be supported by adequate documentation in Star Shuttle’s daily Driver or Dispatch Log. If the City determines that the failure was non-preventable, the liquidated damage will be waived.

7.2. Assessment of Damages. Star Shuttle’s performance shall be evaluated quarterly by the City using monthly reports and other back-up documentation requested by the City. The liquidated damages below shall be assessed for any period when it is determined that Star Shuttle has not met the performance criteria of this Agreement.

Deliverable	Standard	Liquidated Damages	Comments
Reports On Time	Contractor shall submit accurate reports that are on time as outlined within the Scope of Work	\$100 per day per occurrence from the report due date, or from the time of CORR notification of an inaccuracy in a submitted report.	
On-time Performance	Contractor shall ensure a minimum of 90% on-time performance based on a calendar month.	\$500 shall be assessed for each month where on-time performance is below 90%.	This is based on the 30- minute pickup window.
Customer Service Complaints	Contractor shall have no more than three preventable substantiated complaints in a month.	\$500 per complaint over the standard of three per month.	Continued failure of the Contractor to provide this may result in the termination of the contract.

The City’s decision to waive the assessment of any liquidated damages will in no way effect the City’s right to assess a liquidated damage for a similar failure in the future and will in no way affect Star Shuttle’s obligation to meet the associated performance standard.

SECTION 8
REPRESENTATIONS AND WARRANTIES

8.1. Star Shuttle's Representations and Warranties.

8.1.1. Authority. Star Shuttle hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

8.1.2. Specific Warranty - Services. Star Shuttle hereby warrants and represents that any and all services provided by Star Shuttle pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Agreement, and all applicable federal, state and local laws, rules or regulations.

8.1.2.1. Star Shuttle may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

8.1.2.2. If Star Shuttle is unable or unwilling to perform its services in accordance with the above-delineated standard as required by the City, then in addition to any other remedy available, the City may reduce the amount of services it may be required to purchase from Star Shuttle under the Agreement, and purchase conforming services from other sources. In such event, Star Shuttle shall pay to the City on demand the increased cost incurred by the City to procure such services from another source.

8.1.3. Miscellaneous Warranties. Star Shuttle hereby guarantees and warrants as follows: (i) that the Service shall comply with the specifications delineated herein and in all contract documents; and (ii) its employees shall have sufficient skill, knowledge, and training to properly and satisfactorily perform the services.

8.2. City's Representations and Warranties.

8.2.1. Authority. The City hereby warrants and represents that it has right, power and authority to execute this Agreement and perform its obligations hereunder.

8.2.2. Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workmanlike manner.

SECTION 9
TERMINATION

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

9.2. Termination for Cause. Either party shall have the right to terminate this Agreement immediately by written notice to the other if the other party commits any material breach of any of the provisions of this Agreement. In the event of such termination (if such breach is by Star Shuttle), the City shall be relieved of any further obligations for payment to Star Shuttle other than as specified in Section 5. Either party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the City and Star Shuttle shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

9.3. Procedures upon Termination. Notwithstanding anything herein to the contrary, the termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Notwithstanding anything herein to the contrary, upon the termination of this Agreement all provisions of this Agreement shall terminate and:

9.3.1. Star Shuttle shall (i) immediately cease to provide services; (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Star Shuttle pursuant to this Agreement; and (iii) promptly deliver to the City a final invoice stating all fees and charges properly owed by the City to Star Shuttle for work performed by Star Shuttle prior to the termination.

9.3.2. The City shall (i) immediately cease using the Star Shuttle System, and using any other Intellectual Property of Star Shuttle; (ii) promptly deliver to Star Shuttle any and all Proprietary Property of Star Shuttle provided to the City pursuant to this Agreement; and (iii) promptly pay any and all fees, charges and amounts properly owed by the City to Star Shuttle for work performed by Star Shuttle prior to the termination.

9.3.3. Unless the City and Star Shuttle have agreed to enter into a new agreement relating to the Service or have agreed to extend the term of this Agreement, Star Shuttle shall remove any and all Equipment or other materials of Star Shuttle installed in connection with Star Shuttle's performance of its obligations under this Agreement.

9.4. No Compensation for Anticipated Performance after Termination. Following termination of any type, the parties expressly agree that Star Shuttle is not entitled to compensation for services it would have performed under the remaining term of the Agreement, except as otherwise provided herein.

SECTION 10 **CONFIDENTIALITY**

10.1. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential or Private Information learned from the other party during the course of the negotiations for this Agreement or during the term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential or Private Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential or Private Information without the other party's express written consent, except (i) to its employees who are reasonably required to have the Confidential or Private Information, (ii) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (iii) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

10.2. Texas Public Information Act. For purposes of this Agreement, Star Shuttle expressly acknowledges its understanding and agreement that the City is subject to the Texas Public Information Act, and that the City's duties run in accordance therewith.

SECTION 11 **INDEMNIFICATION AND LIMITED LIABILITY**

11.1. Indemnification by Star Shuttle. Subject to Section 11.3, Star Shuttle hereby agrees to defend and indemnify the City and its affiliates, shareholders or other interest holders, managers, officers, directors, elected officials, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "City Party" and collectively, the "City Parties") against, and to protect, save and keep harmless the City Parties from, and to pay on behalf of or reimburse the City Parties as and when incurred, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any City Party arising out of or related to (i) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Star Shuttle contained in this Agreement, or (ii) the willful misconduct of Star Shuttle, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any City Party, or (iii) any injury, death, loss, or damage to any person, tangible property, or facilities of any person or entity (including reasonable attorneys' fees and costs at trial and appeal) to the extent arising out of or resulting from the negligent wrongful acts

or omissions of Star Shuttle, its officers, employees, servants, affiliates, agents, Star Shuttles, or underlying facility owners or from any person for whom it is in law responsible, or otherwise resulting from, arising in connection with, or relating to its performance (including breach or failure thereto) under this Agreement.

11.2. Indemnification by City. Subject to Section 11.3, and to the extent permitted by law, the City hereby agrees as allowed by law to defend and indemnify Star Shuttle and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them, or any of them (individually a “Star Shuttle Party” and collectively, the “Star Shuttle Parties”) against, and to protect, save and keep harmless the Star Shuttle Parties from, and to pay on behalf of or reimburse the Star Shuttle Parties as and when incurred, any and all Losses which may be imposed on or incurred by any Star Shuttle Party arising out of or in any way related to (i) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the City contained in this Agreement, (ii) the willful misconduct of the City, its employees, Star Shuttles or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Star Shuttle Party, or (iii) any injury, death, loss, or damage to any person, tangible property, or facilities of any person or entity (including reasonable attorneys’ fees and costs at trial and appeal) to the extent arising out of or resulting from the negligent wrongful acts or omissions of the City, its officers, employees, servants, affiliates, agents, Star Shuttles, or underlying facility owners or from any person for whom it is in law responsible, or otherwise resulting from, arising in connection with, or relating to its performance (including breach or failure thereto) under this Agreement.

11.3. Indemnification Procedures. In the event any claim, action or demand (“Claim”) in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (“Indemnified Party”) shall give the party from whom indemnification is sought (“Indemnifying Party”) written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying and the Indemnified Parties will cooperate in defense or settlement of any Claim, and neither party shall have the right to enter into any settlement agreement that materially affects the other party’s material rights or material interests without such party’s prior written consent, which consent will not be unreasonably withheld or delayed.

SECTION 12
NOTICES

12.1. Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (i) upon delivery, if delivered by hand, (ii) three business days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (iii) one business day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

12.1.1. Notices to Star Shuttle:

Star Shuttle, Inc.
1343 Hallmark Drive
San Antonio, TX 78216

12.1.2. Notices to the City:

City of Round Rock, Texas
221 East Main Street
Round Rock, TX 78664
Attention: City Manager

and to: City Attorney
309 East Main Street
Round Rock, TX 78664
Attention: Stephan L. Sheets

SECTION 13
DISPUTE RESOLUTION

13.1. Informal Resolution: Mediation. Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 13, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to mediation. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties.

13.2. No Arbitration. The City and Star Shuttle hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13.3 Prevailing Party. In the event of any conflict, claim or dispute between Star Shuttle and the City affecting, arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys' fees.

Attorneys' fees shall be assessed by a court and not by a jury, and shall be included in any judgment obtained by the prevailing party.

SECTION 14
NON-APPROPRIATION AND FISCAL FUNDING

14.1. This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any of the City's fiscal years if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Star Shuttle a written notice of termination at the end of its then-current fiscal year.

SECTION 15
GRATUITIES AND BRIBES

15.1. The City may, by written notice to Star Shuttle, cancel this Agreement without liability owed to Star Shuttle if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Star Shuttle or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Star Shuttle may be subject to penalties stated in Title 8 of the Texas Penal Code.

SECTION 16
TAXES

16.1. The City is exempt from federal excise and state sales tax; therefore, tax shall not be included in any of Star Shuttle's charges.

SECTION 17
INSURANCE

17.1. Star Shuttle shall meet or exceed all requirements set forth by the City's current Insurance Requirements as delineated on the City's web site at the following link: https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf, and as set forth in Exhibit "A."

SECTION 18
DESIGNATED REPRESENTATIVE FOR CITY

18.1. The City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Edna Johnson, Transit Coordinator
3400 Sunrise Road
Round Rock, TX 78665
512-671-2869
ejohnson@roundrock.tx.us

SECTION 19
RIGHT TO ASSURANCE

19.1. Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

SECTION 20
DEFAULT

- 20.1. Star Shuttle shall be declared in default of this Agreement if it does any of the following:
- 20.1.1. Fails to make any payment in full when due;
 - 20.1.2. Fails to fully and timely perform any of its material obligations hereunder;
 - 20.1.3. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
 - 20.1.4. Becomes insolvent or seeks relief under U.S. bankruptcy laws.

SECTION 21
MISCELLANEOUS PROVISIONS

21.1. Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of the City and Star Shuttle and their respective successors and assigns; provided, however, that no right or interest in this Agreement shall be assigned and no obligation shall be delegated by Star Shuttle without the prior written consent of the City. Any attempted assignment or delegation by Star Shuttle shall be void unless made in conformity with this Section 21.1. This Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto, it being the express intention of the parties that there be no third party beneficiaries to this Agreement.

21.2. Independent Contractor Relationship of Star Shuttle and the City. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship of Star Shuttle to the City shall be that of independent contractor, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

21.3. Audit Rights. Each of the parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than seventy-two (72) hours' prior notice to the Audited Party, at mutually convenient

times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty-five percent (25%) of the amount actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, the non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

21.4. Force Majeure. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission of Star Shuttle, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay, and mitigation is required.

21.5. Entire Agreement. This Agreement represents the entire agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties, duly authorized for the City by action of the governing body or city manager, and for Star Shuttle by the entity with legal authority to bind it.

21.6. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

21.7. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

21.8. Construction. Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.

21.9. Headings. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.

21.10. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts

shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

21.11. Covenant of Further Assurances. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.

21.12. Remedies Cumulative. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

21.13. Binding Effect. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective executors, administrators, successors and permitted assigns.

21.14. Stop Work Notice. The City may issue an immediate Stop Work Notice in the event Star Shuttle is observed performing in a manner that is in violation of federal, state or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, Star Shuttle will cease all work until notified by the City that the violation or unsafe condition has been corrected. Star Shuttle shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

21.15. Compliance with Laws. Notwithstanding anything herein to the contrary, nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the parties as expressed in this Agreement.

21.16. Chapter 2270 Requirement. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Star Shuttle verifies Star Shuttle does not boycott Israel and will not boycott Israel during the term of this Agreement.

21.17. No Third-Party Benefit. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.

21.18. Applicable Law. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Texas, United States.

21.19. Jurisdiction and Venue. This Agreement is performable in Round Rock, Texas, and any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in Williamson County, Texas, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

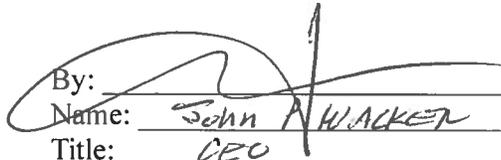
21.20 Advertising. Star Shuttle shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into this Agreement, except to the extent required by law.

21.21 Interpretation. This Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this Agreement, the UCC definition shall control, unless otherwise defined in this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

STAR SHUTTLE, INC.

By: 
Name: John A. WACKER
Title: CEO
Date Signed: 7-26-2020

CITY OF ROUND ROCK, TEXAS

By: _____
Name: _____
Title: _____
Date Signed: _____

FOR CITY, ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

**AMERICANS WITH DISABILITIES ACT (ADA)
PARATRANSIT SERVICES**

SOLICITATION NUMBER 20-007

JANUARY 2020

**ADA PARATRANSIT SERVICES
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks proposals from firms experienced in providing ADA paratransit bus services.
2. **BACKGROUND:** The City of Round Rock (CORR) is located 15 miles north of Austin in the Central Texas Hill Country and has an estimated population of 124,000 people. The CORR provides fixed-route bus services operated under an interlocal agreement with Capital Metropolitan Transit Authority (CMTA). The Americans with Disabilities Act (ADA) of 1990 (and as amended in 2008) requires fixed-route bus systems to provide complementary paratransit service to eligible persons who, because of a disability, are unable to use the fixed routes. The CORR is seeking proposals from qualified firms to manage, operate, and deliver a fully functional turnkey ADA paratransit operation as outlined in this RFP.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 – 5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7 – 9
Part IV – Scope of Work	Page(s) 10 – 19
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 20 – 23
Attachment A – Proposal Submittal Form and Execution	Page 24
Attachment B – Reference Sheet	Page 25
Additional Attachment Summary	Page 26
Attachment C – Federally Required Contract Clauses	Page 27 – 40
Attachment D – Government-Wide Debarment and Suspension (Non-procurement)	Page 41 – 42
Attachment E – Certification and Restrictions on Lobbying & OMB Std. Form LLL	Page 43-45
Attachment F – DBE Certification for Non-Rolling Stock Materials or Services	Page 46
Attachment G – Cost Proposal	Separate Attachment

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

**Cheryl Kaufman
 Purchasing Supervisor
 Purchasing Division
 City of Round Rock
 Phone: 512-218-5417
 E-mail: ckaufman@roundrocktexas.gov**

The individual listed above is the “only” authorized contact person for this solicitation and may be contacted by e-mail for clarification of the specifications. No authority is intended or implied that specifications may be amended, or alterations accepted, prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Division.

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	January 13, 2020
Optional Pre-Proposal meeting	January 29, 2020 @ 2:00 PM CST
Deadline for submission of questions	February 3, 2020 @ 5:00 PM CST
City responses to questions or addendums	Approximately February 7, 2020
Deadline for submission of responses	February 18, 2020 @ 3:00 PM CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <https://www.roundrocktexas.gov/businesses/solicitations>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website <http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. **PRE-PROPOSAL MEETING:** An optional pre-proposal meeting be conducted to fully acquaint Respondents with the scope of work, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.

A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting will begin at 2:00 PM CST at the following location:

**City Hall Chambers
 221 E. Main St
 Round Rock, Texas 78664**

B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
 Attn: Cheryl Kaufman
 Purchasing Division
 221 E. Main Street
 Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written proposal.

- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
 - H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened, if a return address is provided.
9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one evident signed "Original" and two identical electronic copy of the RFP response on a flash drive. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondents expense and shall become the property of the City.
 - B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
 - C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
 - o **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
 - o **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline **will** result in the disqualification of your proposal.
 - o **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three valid Municipal, Government agencies, or firms of comparable size that have utilized services that are similar in type and capacity within the last two years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
 - o **Attachment D: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)-** sign and return
 - o **Attachment E: CERTIFICATION AND RESTRICTIONS ON LOBBYING AND OMB STANDARD FORM LLL (if applicable):** Note that this certificate requires a signature of **notary**. Obtain appropriate signatures and return with your response.
 - o **Attachment F: DBE CERTIFICATION FOR NON-ROLLING STOCK MATERIAL OR SERVICES-** Complete and return with your response.
 - o **Attachment G: COST PROPOSAL-** Complete and return with your response.
10. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
11. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
 12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission
Webpage:https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
 - A. Where there is a conflict; **Attachment C – Federally Required Contract Clauses** will supersede City of Round Rock Definitions, Standard Terms, and Conditions.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in ADA transportation services with history and experience in working with advanced reservation systems and ADA transportation requirements.
 - B. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - C. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. The Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days upon request.
 - D. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three years.
 - E. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.

3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing ADA Paratransit Services.

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

6. **TRANSITIONING CONTRACTS**
 - A. The Incumbent Contractor must cooperatively participate in the transfer of this service to a new Contractor when applicable. No less than 45 days prior to a new Contractor starting, participation is necessary in meetings, transfer of records, access to property and other required information.

- B. The above noted access shall be granted during normal hours of operation and with a reasonable amount of notice. A transition period is defined as a minimum of a 45-day period prior to the contract termination or expiration date. Incumbent Contractor shall participate in the smooth transition of service to a new provider in such a manner as to ensure the transition results in minimum service disruption to operations.

7. **AGENCY OVERSIGHT & MANAGEMENT**

Contractor performance pursuant to this procurement will be managed by CORR. CORR will, among other responsibilities, conduct unannounced audits of preventative maintenance inspection (PMI) performance. CORR may also conduct unannounced audits of Contractor's compliance with regards to drug & alcohol, driver training, and any data provided in reports.

8. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

- B. **The City's designated representative:** The City's designated representative shall be:

Edna Johnson
Transit Coordinator
Transportation Department
Phone: 512-671-2869
E-mail: ejohnson@roundrocktexas.gov

9. **PROTESTS AT THE FTA LEVEL:** When the award is funded in part by Federal Transit Administration (FTA) funds, the vendor may appeal to the FTA pursuant to FTA Regulations. Protests made to the FTA will be limited to CORR failure to have followed its protest procedures, CORR failure to review a complaint or protest, or violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

- A. A protest must be filed with the FTA no later than five business days after the protester learns or should have learned of an adverse decision by CORR or other basis of appeal to FTA.

- B. A protest to FTA must be filed in accordance with FTA Circular 4220.1F, as amended.

Notify FTA: Agency staff must notify FTA of protests involving FTA funded contracts in accordance with FTA Circular 4220.1F and must keep FTA informed about the status of the protest.

10. **CERTIFICATION OF DEBARMENT**

- A. Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in FTA Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, The City of Round Rock may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.
- B. A certification process has been established by 49 CFR Part 29, to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in a federally assisted project (FTA Federal Clauses and Federal Certifications - **Attachment D- Government-Wide Debarment and Suspension (Non-procurement)**). The inability to provide the required certification will not necessarily result in denial or participation in a covered transaction. A person or firm that is unable to provide a positive certification, as required by this solicitation, must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

11. RESTRICTIONS ON LOBBYING

- A. As a recipient of federal funds, CORR is required to certify compliance with the influencing restrictions and efforts of Offeror to include federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, USC.
- B. The successful Offeror to this solicitation will be required to complete and submit to CORR the certification form entitled "Certification of Restrictions on Lobbying" (**Attachment E- Certification and Restrictions on Lobbying**) whether any lobbying efforts took place. If the successful Offeror did engage in lobbying activities, then OMB Standard Form LLL "Disclose of Lobbying Activities" must also be completed and submitted to CORR.
- C. All forms must be completed and submitted with the Offer. Failure to complete this certification shall render an Offer nonresponsive to this solicitation and will result in the rejection of the Offer.

12. DISADVANTAGED BUSINESS ENTERPRISE

- A. As a recipient of funding under Section 1101(b) of TEA-21, 23 U.S.C. Section 101, our transit system must identify Disadvantaged Business Enterprise participation in all contracts which can be used to meet our overall obligation. For this reason, we require all Contractors, as a condition of being authorized to bid on this project, to certify (**Attachment F- DBE Certification for Non-rolling Stock materials or Services**) the level of Disadvantaged Business Enterprise participation which will be involved if he/she is awarded the contract for the project.
- B. Also required is a listing of the DBE firms from whom purchase of components or services is anticipated, pending award of this contract for items covered, in this procurement. Please indicate the type of items to be purchased, an address, phone number and contact person for each Disadvantaged Business Enterprise as well as the amount of purchases anticipated.

13. VETERANS PREFERENCE: Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

14. PRICE ADJUSTMENTS: The City may consider adjustments to the Cost for fuel increases or decreases or added governmental requirements related to Homeland Security.

- A. The City and Contractor shall agree to adjust fuel cost up or down based on the US Department of Energy Information Administration Weekly Retail On-Highway Diesel Fuel Prices Index.
 - i. Any price increase requested by Contractor shall be in writing and accompanied with the appropriate index documentation to justify the change at least seven (7) days prior to requested effective date.
 - ii. All price increases are subject to City approval before they become effective.
 - iii. The City shall notify Contractor of intent to decrease price with appropriate index documentation and a letter stating same. Fuel price used at commencement of Service shall be that of the indexed rate on the date of contract signing. The link to the referenced index is:
<https://www.eia.gov/petroleum/gasdiesel/>
- B. The City may desire to increase or decrease the number of Revenue Hours and shall do so with a minimum of 30-day notice to the Contractor and amendment to the Agreement.
 - i. Changes to Cost and/or Firm Hourly Rate resulting from changes to the number of Revenue Hours will be negotiated in accordance with the specifications herein not to exceed 25%.
 - ii. In the event that City and Contractor do not arrive at a Firm Hourly Rate adjustment at any time throughout the duration of the Agreement, City may then use another Contractor to perform the required service and charge Contractor the difference.

**PART IV
 SCOPE OF WORK**

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4	Daily Operations
5	Service Hours
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7	Service Performance Indicators
8	Workforce Requirements & Staffing
9	Vehicle Operators
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15	Vehicle Maintenance
16	Liquidated Damages

1. INTRODUCTION/OVERVIEW

The City of Round Rock (CORR), Texas is located 15 miles north of Austin in Central Texas Hill Country, with a population of around 116,000. CORR provides fixed-route bus services, operated under an Interlocal Agreement with Capital Metropolitan Transit Authority (CMTA). The Americans with Disabilities Act (ADA) of 1990 (and as amended in 2008) requires fixed-route bus systems to provide complimentary paratransit service to eligible persons who, because of a disability, are unable to use the fixed routes. CORR is seeking proposals from qualified firms to manage, operate, and deliver a fully functional turnkey ADA Paratransit operation as outlined in this RFP.

The U.S. Department of Transportation issued on March 13, 2015 Transportation for Individuals with Disabilities; Reasonable Modification of Policies and Practices 49 CFR Parts 27 and 37 effective July 13, 2015. It requires agencies to make reasonable modifications to policies, practices, and procedures to avoid discrimination and ensure that their programs are accessible to individuals with disabilities. It also states that there may be times when the Paratransit operator must provide assistance to those passengers who need assistance beyond the curb in order to use the service unless such assistance would result in a fundamental alteration or direct threat. Responding contractors shall be knowledgeable and experienced at implementing this CFR as part of the service.

CORR will claim FTA funds during the term of the contact to fund operational needs of the transit system. The Contractor must have a full understanding of the documentation required by FTA as a condition of receiving these funds, including Equal Employment Opportunity plan, Title VI policy, Drug & Alcohol Policy, Public Transportation Safety Plan, and other federally mandated requirements.

2. SERVICE DESCRIPTION

The CORR Bus services operates Monday through Friday, excluding those Holidays listed in this RFP, from 6:30am to 8:00pm. The successful Contractor shall offer parallel paratransit service in alignment with CORR's fixed-route operations. The CORR ADA paratransit eligible region can be found on our website at

www.roundrocktexas.gov/departments/transportation/public-transportation/ada-paratransit-service

CORR currently operates four paratransit wheelchair accessible vehicles for a total of forty-eight revenue hours per day providing an average of 20,000 passenger trips per year. CORR determines eligibility for this program and Paratransit service may be offered to passengers outside of the ADA service area on a limited basis, but all trips will begin and end within the City's service area.

The selected Contractor shall provide all the necessary requirements for the operation of the ADA Paratransit services, including, but not limited to: management, operations personnel, dispatching, reservations, supervisors, facilities, maintenance, insurance, record keeping and reporting, telecommunications and vehicles. CORR's goal is to provide the most efficient and cost-effective service without compromising quality. The Respondent is encouraged to propose any alternatives to the Scope of Work contained herein to provide maximum efficiency utilizing best industry practices.

The City will consistently refine the service delivery process to ensure that the highest possible quality of service is provided. Given the nature of this project, the City is seeking firms that will bring a positive attitude and significant paratransit management expertise to the program. The project may undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. The City is looking for firms that will work cooperatively and to make recommendations about operational or process changes as they become apparent. The Contractor shall be open to change, development, and flexibility to achieve an integrated, smoothly operating transportation service. The Contractor should view this project as a team effort and strive for decisions which result in a mutually beneficial outcome.

3. TYPES OF SERVICE PROVIDED

C. Passengers:

CORR passengers are the core of the service; therefore, customer service is paramount importance. The Contractor shall transport passenger with a safe, comfortable, clean and secure environment during all phases of their trips. The Contractor shall endeavor to provide the systematic approach necessary to provide reliable service with compassion and understanding, and provide the support services needed in maintenance, supervision, operations and administration to meet passenger's needs. The Contractor shall ensure that its employees respond to passenger inquires and requests in a positive, prompt, and appropriate manner.

B. ADA Demand Response Trips:

Contractor shall transport eligible passengers, passengers who may use a mobility device (transferrable and non- transferrable) and passengers with applicable service level (hand-to-hand, door-to-door, or curb-to-curb as specified) in accordance with the CORR ADA Complementary Paratransit Policies & Procedures found at www.roundrocktexas.gov/departments/transportation/public-transportation/ada-paratransit-service, and in the safest, most courteous, and efficient manner possible.

C. Transfer Trips:

Travel between other transportation service areas in the region may occur, requiring transfer between the various providers.

D. Feeder-to-Fixed Route Trips:

Passengers who have barriers getting to the fixed route service but can successfully ride fixed route service upon reaching an accessible zone or station may receive "feeder-to-fixed-route" service. Paratransit service will be provided to the passenger at either end of their fixed route trip, when required.

E. Open Return Trips:

Trips offered to provide flexibility to passengers who may not know an exact time of when their return trip will be needed. The trips shall be scheduled with an estimated time before the day of service but may be rescheduled throughout the day of service per the passenger's request.

F. Standby Trips:

Trips provided on the same day as requested. The Contractor will provide standby trips only when excess capacity exists at the time of the request, when an error occurs in service that is no fault of the passenger, or when a passenger is stranded at a location other than their home. CORR reserves the right to grant other kinds of standby trips on a case-by-case basis.

G. Cancel at Door:

When the Vehicle Operator arrives at the pickup location (within the 30-minute window) and contacts the passenger and is informed that the passenger does not wish to travel or is not ready to board the vehicle within five minutes (i.e. attempting to board the vehicle). The Vehicle Operator will log this occurrence as a no-show and provide CORR a monthly "No-Show" report.

4. DAILY OPERATIONS

A. Scheduling/Reservations:

The Contractor will be responsible for receiving and scheduling all passenger requests for transportation and then coordinating the provision of services by scheduling trips as efficiently as practical. The reservation office will be available Monday-Friday, 8:00am to 4:00pm. The Contractor will have a procedure in place for calls to be received during the weekend or on Holidays for next day service requests.

B. Dispatch:

On the same day of service, the Contractor will be responsible for coordinating on-time service among vehicle operators. Their primary obligation is to provide safe, excellent service to customers by attending to on time performance, productivity, same day service and driver requests for manifest adjustments. The Contractor shall maintain a dispatch function at its base to manage daily deployment and return of vehicles and vehicle operators. The Contractor's dispatch office shall be responsible for communicating directly with its vehicle operators regarding most operational issues, to include: routing, location questions, passenger disruptions, accidents, incidents, and mechanical issues.

C. Transportation Supervisors:

Transportation Supervisors serve a vital role in the overall provision of paratransit service. They provide support to the vehicle operators and Contractor operations. They are expected to immediately respond to major incidents and all accidents that occur in the field at all hours of the service day within thirty (30) minutes of being notified. CORR does not employ Transportation Supervisors and therefore must rely on Contractor supervisors for issues in the field. Transportation Supervisor tasks include (but are not limited to) accident/incident response, service monitoring, public meeting support, site evaluations, incident investigations, and customer evaluations and complaints. The supervisors will work with vehicle operators and customers to solve behavior issues, accessibility for boarding vehicles, and other vehicle operator or customer related problems. The Contractor is required to have a Transportation Supervisor on duty during all hours that a vehicle operator is in service under this Contract.

D. Vehicle Operators:

The vehicle operator shall ensure the passengers are picked up within the operating window listed on their manifest. If a vehicle operator arrives at a pick-up location early and the passenger is prepared and willing to depart early, the vehicle operator may do so. The vehicle operator is never allowed to pressure a passenger to leave before the thirty (30) minute operating window opens. If the vehicle operator is not going to arrive before the end of the next pick-up window or is more than 30 minutes ahead of schedule, the vehicle operator shall notify dispatch. Further clarification for training and other requirements for vehicle operators is outlined in the corresponding section of this solicitation.

E. Manifest Reconciliation:

Trip information for reporting purposes (i.e. odometer readings, pick up and drop off/pull-in and pull-out times, fare collected, passenger count, etc.), and add-on trip information (including passenger name and pick up/drop off street addresses) will need to be accurately recorded by the either a mobile data device or paper driver logs. The vehicle operator shall communicate this information in detail for manifest reconciliation by the Contractor. It is the responsibility of the Contractor to reconcile all missing or incorrect data into scheduling and operations systems.

F. Accident/Incident Response:

In the event of an accident, incident, or any other event which may cause a significant delay in service, the vehicle operator shall contact the Contractor dispatch immediately. Depending on the severity of the event, the Contractor's dispatch shall contact the proper authorities. The Contractor Transportation Supervisors shall respond to the scene of every accident or incident.

5. SERVICE HOURS

A. Service Hours:

Service hours are the basic measure for service levels and variable unit of compensation in the Contract; the time a vehicle leaves from the gate/lot as scheduled for revenue service to the time it returns to the gate/lot and goes out of revenue service. Pre-trip and post-trip inspection time scheduled and unscheduled maintenance periods, and service interruptions are not included as part of service hours. Demand for service may increase or decrease over the term of the Contract. Due to the demand responsive nature of this system, the Contractor is not guaranteed a minimum or maximum number of service hours during the term of this Contract.

The Contractor is responsible for ensuring compliance with all applicable laws and regulations related to employee work times. Fueling time, vehicle breakdown time, employee drug testing, and other non-revenue service-related times are not included in compensated service hours to the Contractor.

B. Projected Revenue Hours:

The projected service hours are 48 hours per day, Monday through Friday, 6:00am to 8:00pm, based on the following:

- 14-hour service day * 3 vehicles * 253 operating days
- 6-hour service day * 1 vehicle * 253 operating days

C. Holiday Service:

ADA paratransit service will operate on the same days and hours as Capital Metros fixed route service. No service will be provided on the following holidays and are subject to change according to Capital Metro's published fixed route holiday schedule

- New Year's Day
- Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Contractor may request a reduced level of service on any other holidays not listed above. The request to reduce service must be provided to CORR two weeks prior to the holiday and must be approved in advance.

6. **FARE HANDLING AND RECONCILIATION**

- A. CORR determines and sets ADA Paratransit fares. Cash fares or multi-ride tickets are currently accepted for paratransit service, CORR reserves the right to introduce fareboxes and other technology for fare collection. Fares will be collected and processed into a consolidated revenue collection report to be deducted from contractor's monthly invoice.
- B. The Contractor's Vehicle Operators are responsible for collecting or verifying a valid fare media from each passenger upon boarding. Contractors shall securely destroy all fare media collected once it has been reconciled.
- C. The Contractor shall submit a fare collection policy, prior to commencing service, on procedures to safeguard the fare revenues after award of contract and shall take reasonable precautions to ensure the integrity of the fare collection process.

7. **SERVICE PERFORMANCE & INDICATORS**

Performance measures are included in this Contract to provide the highest level of service possible. CORR will monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications.

A. On-Time Performance:

The standard shall be to maintain a minimum On-Time Performance rating of 90% or higher. "On time" is defined as when a passenger is picked up within the operating window. At the time of the initial trip request, the passenger (or individual requesting the trip) will be informed what the operating window is.

B. Missed Service/Late or Early Pickup:

A missed trip is when the vehicle arrives outside of the pickup window and the rider does not take it. For example: A pick-up scheduled on the vehicle manifest is 10:15, the operating window is between 10:00 and 10:30. Vehicles arriving at or before 9:59 are early, and the driver must wait while vehicles arriving at or after 10:30 are considered late. CORR requires the Contractor to maintain a missed trip percentage of less than 0.05%.

C. Late/Early Pickup:

If the vehicle arrives late or early and the rider elects to take the trip, it is considered a late pickup or early pickup.

D. No Strand Policy:

CORR has a "no strand" policy in that if the Contractor takes a passenger to a destination and the passenger is not ready for the schedule pickup time, they cannot be left stranded there. Return service is provided as soon as possible, but without a guaranteed on-time window.

E. Customer Service:

The standard shall be to maintain three or less preventable customer complaints per month. CORR will require the Contractor to report, investigate, and resolve passenger complaints and comments regarding the service. All complaints shall be documented as passenger or operational/safety complaints. Passenger complaints will be documented, and a description of any action taken regarding the problems. Operational/Safety complaints shall be reported to CORR no later than the next working day following Contractors receipt of complaint.

The Contractor shall notify CORR immediately of any complaint alleging employee or passenger misconduct such as inappropriate conversation, touching, assault, (physical or verbal) and serious safety violations. The Contractor shall cooperate fully with all law-enforcement and social protective service entities in the investigation and resolution of any allegation of misconduct.

F. Performance Monitoring Plan: The Contractor shall develop and submit a Performance Monitoring Plan with its proposal. This plan shall include (at a minimum) details regarding how the Contractor will:

- Monitor daily operations, to include (but not limited to) Vehicle Operator check-in, pull-out, productivity, safety, schedule adherence, pull-in, etc.
- Oversee dispatch functions to ensure customer on-hold times are kept to below 5 minutes.
- Perform in-service (on board, shadow, etc.) audits, with focus on passenger boarding/alighting, mobility aid securement, service levels, safe operation, etc.

The plan shall include methods the Contractor will use to establish frequencies of quality assurance inspections, the process to establish steps to correct deficiencies in performance, and the plan to communicate findings to CORR.

8. **WORKFORCE REQUIREMENTS & STAFFING**

A. General Manager:

The General Manager will be the person in charge of all management of the program. The General Manager must maintain consistent communications with CORR or through its designated project contact person.

B. Dispatch/Reservation Staff:

Contractor shall provide the necessary staff to ensure efficient and timely administration of dispatch. Dispatch staff shall define, monitor, and analyze fleet performance and adjust resource allocations/service schedules to meet changing time and travel patterns. Adequate Dispatch/Reservation staffers must be assigned to the project so that phone waiting time shall not exceed 5 minutes.

C. Staffing Levels:

The Contractor shall be responsible for determining all other direct staffing levels and salaries required to deliver the service. Staffing levels by the Contractor shall be adequate to reflect service levels throughout the Contract term. Unless the scope of services is modified by CORR, changes to staffing levels deemed necessary by the Contractor to meet the Contract requirements and provide high quality service shall be implemented at no cost to CORR.

On the Contract start date, the Contractor shall have hired and trained all necessary Vehicle Operators, maintenance, supervisory and administrative personnel as identified in its staffing and personnel plan. The Staffing Plan shall be submitted to CORR 30 days prior to starting service.

D. Staff Conduct:

The Contractor (includes all staff) are expected to conduct themselves in a professional manner always, especially when transporting or communicating with a passenger. The Contractor staff is expected to be polite and courteous in their speech and manner including exercising patience and self-control even when others do not. When confronted with a disruptive or unruly passenger or situation, staff are expected to follow the procedures and training as outlined in the Contractor's proposed ADA sensitivity training, and any other instruction provided by the Contractor or relayed by CORR.

Upon the request of CORR, the Contractor shall promptly remove from the contract any employee who CORR considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by CORR.

9. VEHICLE OPERATORS

CORR recognizes that the success of its transportation program, service delivery, and overall customer experience is built upon the strength of its Vehicle Operators. The expectation is that the Contractor shall field qualified, highly-skilled, and well-trained Vehicle Operators with a primary focus on safety and excellent customer service. Bus operators shall secure all mobility aides and passengers to prevent injuries and damage. Bus Operator training shall be the responsibility of the Contractor. Bus Operators shall complete pre trip and post trip inspections and shall note any vehicle defects. If a Bus Operator finds an unsafe mechanical condition, the vehicle should not be operated on any route.

A. The Contractor will ensure that all drivers employed to perform services under the terms of this agreement meet the following:

- Minimum age of 25 years of age;
- Possess a valid State of Texas Driver's License appropriate for the class of vehicle to be operated;
- Vehicle Operators must have maintained a valid driver's license for five years.
- No more than two traffic citations for moving violations in the preceding three years.
- No DWI/DUI convictions in the preceding three years.
- No felony convictions;
- Any personnel who may operate a revenue vehicle shall pass a biennial Federal Department of Transportation (DOT) physical examination and a comprehensive drug screen as detailed by 49 CFR 391.41.

B. Prohibited Conduct:

The Contractor shall immediately remove any Vehicle Operator from service if found to commit unsafe or inappropriate acts while providing service under this Contract. The Contractor shall notify CORR if a Vehicle Operator will be removed from service for this reason, and submit a written report providing details, customer name, date/time, etc. of the incident within 24 hours to CORR.

C. Cause for Removal from Service:

CORR may require Contractor to immediately remove any Vehicle Operator from contracted service (pending investigation) for, but not necessarily limited to, the following:

- Committing unsafe, inappropriate, or criminal acts while providing service,
- Cell phone use while operating a vehicle, including texting and use of wireless headphones or devices,
- Revocation, suspension, or non-renewal of a valid Texas Driver's License,
- Arrests for any reason,
- Notification of an active warrant from any law enforcement or judicial agency,
- Failure to meet Vehicle Operator employment requirements in Section 9.A.

D. Vehicle Operator Dress Code and Personal Appearance Standards:

The Contractor shall provide uniforms to be worn by all drivers when operating a vehicle in service. Driver shall wear a name tag/plate with their name prominently displayed and in clear view so that they can be easily identified by passengers. It is the Contractor's responsibility to see that driver's uniforms remain in good repair and do not appear old or worn out. Vehicle Operators shall present a neat and clean appearance and wear only the Contractors authorized uniform.

10. VEHICLE OPERATOR & FRONTLINE STAFF TRAINING

The Contractor shall be expected to provide a training plan to CORR prior to starting service. The training plan for Vehicle Operators will include, but not limited to, Defensive Driving, First Aid/CPR, Behind the Wheel (BTW), Wheelchair securement, passenger assistance, ADA sensitivity training and drug & alcohol. Contractor shall keep a list of active drivers including date of hire and most recent driving training for CORR audit, upon request. It is the Contractor's responsibility to provide additional training if the training requirements are determined to be insufficient.

All training and re-training shall be documented for each employee. The training plan shall include curriculum/topics, frequency, and measurements of effectiveness. The curriculum/topics shall be reviewed and adjusted with input from CORR as necessary to reflect trends and urgency.

11. ACCIDENT OR SEVERE INCIDENT PROCEDURE

- A. Upon receiving notification of an accident or severe incident from a Vehicle Operator, the Contractor/ Supervisor shall respond in person to any emergency or accident involving extensive property damage over \$2,500, passenger injuries or as requested by CORR. Emergencies or incidents involving injuries, major damage, police, fire department, or media coverage must be reported to CORR immediately upon occurrence. All drivers and operating personnel must be trained in proper procedures for notifying Contractor or CORR in the event of an emergency. Accident/incident reports shall be submitted to CORR within 48 hours summarizing the occurrence of the accidents/incidents.
- B. A safety plan, emergency procedures, or any other related safety policies will need to be submitted with this RFP. The Contractor will be expected to participate fully with CORR in the development of a Public Transportation Safety Program.

12. DRUG & ALCOHOL PROGRAM

- A. Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or CORR, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.
- B. Contractor Drug and Alcohol policy shall include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test shall not be used to perform work under this Contract.
- C. Contractor shall conduct random drug and alcohol tests at the annual testing rates required by the Federal Transit Administration. Any employee who refuses to submit to a drug or alcohol test, has a verified positive drug test result, or has a confirmed alcohol test result of 0.04 or greater, must immediately be removed from any safety sensitive function. All covered employees who tested positive or refused a test, must test negative for drugs, alcohol or both and be evaluated and released by the SAP in accordance with 49 CFR Part 40, Subpart 0 before returning to work.
- D. The Contractor agrees to certify annually its compliance with Part 655 before March 1st of every calendar year and to submit the Management Information System (MIS) reports before March 10th of every calendar year to CORR.
- E. To certify compliance, the Contractor shall sign a Substance Abuse Certification by October 1st of each year to certify compliance with FTA requirements governing substance abuse.
- F. The Contractor agrees to submit for review with this proposal and must be approval before commencement of work a copy of its Policy Statement and Drug and Alcohol Plan developed to implement its drug and alcohol testing program.
- G. The Contractor agrees to consult with CORR at the initiation of the Contract and in the event of a service agent change related to the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.
- H. The Contractor is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.
- I. CORR staff may audit the Contractor's Drug and Alcohol Program and employee records for training certification and testing results at any time.

13. SERVICE ADMINISTRATION & REPORTING

- A. The Contractor shall be responsible for accurate and timely collection, update, analysis, and completion of service data information. Required minimum reports shall be identified by CORR and may be altered throughout the term of the Contract to help maintain the efficiency and quality of the services provided by the Contractor. Reports and their source documentation (computer files, Vehicle Operator logs, etc.) shall be retained by the Contractor throughout the term of this Contract and for a period of five years after the end date of this Contract.

B. Monthly Reports:

The Contractor shall submit the monthly operational reports due no later than the tenth (10th) calendar day of the following month.

The reports will include at a minimum the following information:

- Actual count of all passengers
- Passengers per revenue hour, service hour, revenue mile and service mile
- Total ridership
- Total service days
- Total vehicle service miles
- Total vehicle service hours
- Fares collected
- Schedule adherence
- No shows
- Cancelations
- On time performance
- Late trips
- Wheelchair boarding
- Average trip length
- Fuel usage by gallons and cost

C. Monthly Invoicing Report:

Contractor shall bill CORR monthly after the end of the prior month. The Contractor shall have until the close of the tenth (10th) calendar day of each month to submit the prior month's invoice and all supporting documentation to the City's designated representative or designee. Supporting documentation shall include, at a minimum, service hours for each run and a breakdown of missed service.

D. NTD Requirements:

The Contractor shall collect data, keep records, and provide reports enough to enable CORR to meet its Federal Transportation Administration NTD reporting requirements. The Contractor is responsible for obtaining all pertinent FTA NTD regulations and procedures (FTA Circular C2710.1A) to ensure that all required information is collected and reported in a timely and accurate fashion.

14. REVENUE VEHICLES

- A. The Contractor shall provide an adequate number of paratransit revenue vehicles, including backup vehicles, for a 20% spare ratio (+/- two percent). CORR has two 2014 Arboc vehicles that maybe used as backup by Contractor, if needed. These vehicles will be parked on City property and will be maintained and insured by CORR. Should the Contractor require regular use of CORR vehicles, additional requirements will be requested, such as insurance and vehicle maintenance as outlined in Section 15 of the RFP scope of work.
- B. Contractor shall place logo and/or lettering on the exterior of every bus and designated spares. Contractor shall obtain written approval of logo and/or lettering and placement prior to final application. The following logo and/or lettering is required:
- Unique Bus Number on front and rear of each bus,
 - CORR logo, as will be specified on the front, rear, and sides of each bus,
 - Service shall place "Operated by – name of Contactor" on each bus and spare.
- C. Safety Equipment:
The Contractor shall ensure that each bus has a fully stocked, non-expired first aid kit, a properly maintained rechargeable ten-pound dry chemical fire extinguisher, and three folding reflectors with storage container.
- D. The Contractor shall bear all risks of damage or loss of the vehicles, or any portions of the vehicles, not covered by insurance. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Contractor and shall be permanent accessions/additions to the vehicles. The Contractor, at the Contractor's expense, shall keep the vehicles in good working order, condition, and repair, with allowable wear and tear excepted.

15. VEHICLE MAINTENANCE

Contractor shall be responsible for all maintenance and repair of all vehicles (revenue and non-revenue), to insure they are kept in a safe, reliable, and in clean condition. 100% of vehicles at pull-out shall have operable wheelchair lifts/ramp. Maintenance shall be performed to original equipment manufacturer (OEM) standards. Vehicle maintenance shall be performed in a timely manner.

- A. The Maintenance Program shall include, but is not limited to routine requirements for:
- Preventive Maintenance Inspections
 - Preventive (Repetitive) Maintenance
 - Body Inspections
 - Fire suppression system inspection
 - Texas State inspection and registration renewal
 - Daily Wheelchair ramp / lift inspection
 - HVAC inspection
 - Electronics systems inspection
- B. Vehicle Maintenance Plan:
The Contractor shall submit a Vehicle Maintenance Plan with this RFP that describes how the Contractor shall meet their Maintenance Program. This plan shall include detailed descriptions of mileage between preventative maintenance service, etc.
- C. Vehicle registration and license plate renewals are the sole responsibility of the Contractor. This includes timely completion of state inspection, the application for the registration and license plates. Costs associated with such renewals shall be borne by Contractor.
- D. Vehicle Servicing and Cleanliness:
The Contractor shall ensure that all vehicles are serviced daily. The vehicles shall be fueled, fluid levels checked, tires inspected, and the interior cleaned. The exteriors shall be washed a minimum of once per week, after precipitation, or other events which cause the vehicle(s) to look dirty, depending upon water conservation efforts. Vehicle interiors shall be cleaned daily. This includes removing trash, sweeping, and mopping the floor, and cleaning the windows, windshield, stanchions, grab handles, steering wheel, dashboard, door handles and the forward bulkhead.
- E. Vehicle Operator Pre-Trip and Post-Trip Inspections:
The Contractor shall have a process that prescribes how the vehicle operators will perform and document their Pre-Trip and Post-Trip Inspections and how the issues discovered shall be addressed.
- F. Vehicle Records:
A vehicle record file shall be maintained for each vehicle that is operated by the Contractor for this service. Maintenance records must contain adequate detail including the reason for the work order. Work orders must capture a description of work performed, including any work performed by a third party, such as body repair, engine rebuilds, etc. The Contractor shall maintain records for all work performed and make them available to CORR when requested.
- G. Maintenance Personnel Training:
Training and certification of maintenance personnel for all vehicles shall be the responsibility of the Contractor.
- H. Maintenance Oversight:
CORR shall have immediate and unrestricted access to Contractor supplied vehicles and equipment, all current or archived maintenance records for such, and shall have access to all areas of the facility during planned or unannounced visits. CORR may conduct regular audits if maintenance files, inspections of vehicles, equipment, facilities, and any activities performed by the Contractor.

CORR shall have, at its sole discretion, the authority to remove from service, any vehicle that poses a safety, reliability, or appearance issue. Such action does not relieve Contractor's obligation to provide service under the terms of the Contract. For any item that is found that causes the vehicle to be taken out of service, the vehicle is to remain out of service until the repairs are completed. The Contractor must notify CORR when repairs are completed, and CORR may require a re- inspection of the vehicle prior to allowing the vehicle back into service.

16. LIQUIDATED DAMAGES

The Contractor must always strive to provide service in a manner which maximizes the safety, customer service, image, and efficiency. In cases where the Contractor does not meet the performance standards listed below the Contractor will be given the opportunity to demonstrate that the failure could not reasonably have been prevented. Failures caused by natural disasters or extreme and unusual weather or traffic conditions will be considered non-preventable. Any such claim must be supported by adequate documentation in Contractor's daily Driver or Dispatch Log. If CORR determines that the failure was non-preventable, the liquidated damage will be waived.

Contractor's performance shall be evaluated quarterly using monthly reports and other backup documents as requested by CORR. The liquidated damages below shall be assessed for any period when it is determined that Contractor has not met the performance criteria of this Agreement.

CORR decision to waive the assessment of any liquidated damages will no way affect CORR's right to assess a liquidated damage for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Deliverable	Standard	Liquidated Damages	Comments
Reports On Time	Contractor shall submit accurate reports that are on time as outlined within the Scope of Work	\$100 per day per occurrence from the report due date, or from the time of CORR notification of an inaccuracy in a submitted report.	
On-time Performance	Contractor shall ensure a minimum of 90% on-time performance based on a calendar month.	\$500 shall be assessed for each month where on-time performance is below 90%.	This is based on the 30-minute pickup window.
Customer Service Complaints	Contractor shall have no more than three preventable complaints in a month.	\$500 per complaint over the standard of three per month.	Continued failure of the Contractor to provide this may result in the termination of the contract.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **Proposal Acceptance Period:** All proposals are valid for a period of 120 calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **Proposal Response:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in ringed binders, metal spirals, or another bound format that best contains all required documentation for submission.
5. **Proposal Format:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three pages or less, which includes a company profile and a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
 - A. **Tab 1- Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - B. **Tab 2 – Technical Solution (10 points):** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Include the following information:
 - i. **Written Policies and Procedures:** Offerors must provide copies of all available written policies and procedures to be included as appendices to their Technical Proposal. These policies should include, but not be limited to the following:
 - Drug and Alcohol Policy
 - Personnel Practices and Policies
 - Vehicle Maintenance Procedures (include with Maintenance Plan)
 - Safety Plans and other Emergency Protocols
 - Performance Monitoring Plan
 - ii. **Data Collection and Reporting**

Offerors should discuss their process for collecting and reporting operational and maintenance data and demonstrate their understanding of various daily data collection activities and reporting requirements
 - C. **Tab3 – Work Plan (40 points):** Describe your technical work plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your work program by tasks and your understanding of each task. Detail the steps you will take in proceeding from Item 1 to the final tasks as outlined in the Scope of Work.

1	Introduction/Overview
2	Service Description
3	Types of Services Provided
4	Daily Operations
5	Service Hours
6	Fare Handlin and Reconciliation
7	Service Performance Indicators
8	Workforce Requirements & Staffing
9	Vehicle Operators
10	Vehicle Operators & Frontline Staff Training
11	Accident or Sever Incident Procedure
12	Drug & Alcohol Program
13	Service Administration & Reporting
14	Revenue Vehicles
15	Vehicle Maintenance

- ii. The technical factors that will be considered in the sections above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. The points at which written, deliverable reports will be provided.
 - v. A statement of your compliance with all applicable rules and regulations of the Federally Required Contract Clauses, State, and Local governing entities. The Proposer must state their compliance with terms of this Request for Proposal (RFP).
- D. Tab 4 – Staffing and Project Organization (10 points): Provide a general explanation and chart which specifies project organization, project leadership and reporting responsibilities. The City would also like an interface of the team assigned to this Contract and City project management and team personnel.
- E. Tab 5 – Related Experience (Tabs 5 & 6 = 10 points): Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2015. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- F. Tab 6 –Qualifications: Include names, qualifications, and resumes of all professional personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- G. Tab 7- Authorized Negotiator: Include the name, email address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. Tab 8-Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. State any exceptions to or deviations from the requirements of this RFP. Each exception must reference the location within the Scope of Work. **If your firm has no clarification, exceptions, or deviations a statement to that effect shall be included in the proposal.**
- I. Tab 9 – Attachments and Addendum: shall be completed & signed if applicable including:
- Attachment A – Proposal Submittal Form, Execution
 - Attachment B – Reference Sheet
 - Attachment D – Government-Wide Debarment and Suspension (Non-procurement)
 - Attachment E – Certification and Restrictions on Lobbying
 - Attachment F – DBE Certification for Non-Rolling Stock Materials or Services
 - Attachment G – Cost Proposal
 - Signed Addendums (if applicable).

J. **Tab 10 – Cost Proposal (30 points):** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated. Complete Attachment G – Cost Proposal

Variable Operating Cost / Revenue Cost/Hour Includes:

- Labor Cost
- Material Cost
- Fuel Cost
- Insurance Cost
- Other Administrative Overhead

- i. Annual Fixed Capital Costs: Cost of capital assets that remains more less unchanged, example of fixed costs are assets that include vehicles and equipment used to provide transit services to CORR.
- ii. Total (not to exceed) Cost

6. **EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Work Plan	40 Points
• Technical Solution	10 Points
• Qualifications & Related Experience	10 Points
• Staffing & Project Organization	10 Points
• Cost	30 Points

Maximum Weight 100 Points

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

7. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the Respondent's proposal.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

8. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals and strategies to meet objectives.

City of Round Rock
Americans With Disabilities Act (ADA) Paratransit Services
RFP 20-007 UPDATED
Class/Item: 556-00
January 2020

Exhibit "A"

ADDITIONAL ATTACHMENTS

In addition to Attachment A and B above this solicitation contains the following attachments; these attachments may be viewed and downloaded from the CORR solicitation website under RFP 20-007 at <https://www.roundrocktexas.gov/businesses/solicitations>.

Attachment C: Federally Required Contract Clauses

Attachment D: Government-Wide Debarment and Suspension (Non-procurement)

Attachment E: Certification and Restrictions on Lobbying and, if applicable, OMB Standard Form LLL

Attachment F: DBE Certification for Non-Rolling Stock Materials or Services

Attachment G: Cost Proposal

*Technical Proposal, Required Attachments,
Appendices & Exhibits for*

**AMERICANS WITH DISABILITIES ACT
(ADA) PARATRANSIT SERVICES
SOLICITATION NUMBER 20-007
JANUARY 2020**

Presented to:



Tuesday, March 3, 2020 3:00 PM CST



"We Go the Distance for You!"

Submitted by:

Star Shuttle, Inc.

1343 Hallmark

San Antonio, Texas 78216

Telephone (210) 341-6000

Fax (210) 366-1272

Contact John P. Walker, CEO/President

Exhibit "B"



Tuesday, March 3, 2020

City of Round Rock
Attn: Cheryl Kaufman
Procurement Division
Solicitation: RFP 20-007 Class/Item: 556-00
221 E. Main Street
Round Rock, TX 78664-5299

RE: City of Round Rock, Americans with Disabilities Act (ADA) Paratransit Services
Solicitation Number: RFP 20-007
Class/Item: 556-00
Proposal due date Tuesday, March 3, 2020 3:00 PM CST

Ladies and Gentlemen:

Star Shuttle, Inc., an award-winning, Texas based, dynamic and diversified ground transportation firm, is proud to submit our Technical Proposal for City of Round Rock - Americans with Disabilities Act (ADA) Paratransit Services. What follows is not only a discussion of the operational aspects of Star Shuttle and our proposed paratransit operations, but also a glimpse into the personality or firm culture of Star Shuttle; a culture that has been carefully nurtured over many years to reflect the values of its owners. Star Shuttle is the preferred provider of various transportation services for the City of Round Rock, the City of San Antonio, UT Austin, UT San Antonio, University Health System - San Antonio, and UT Rio Grande Valley, and seeks to provide similar valuable transportation services for the City of Round Rock ("CORR").

Star Shuttle has numerous contracts with cities including but not limited to the City of San Antonio, Pre-K 4 SA, the City of San Antonio International Airport, and the City of Round Rock ADA Paratransit Services. In regard to our references, please note that we have included the required references in our Proposal. Additional references are available upon request.

Other recent significant transportation service contracts include operating over 50% of the VIAtrans operations for VIA Metropolitan Transit for over 26 years. Star operated over 150 vehicles on a daily basis, serving persons that cannot navigate the transit system pursuant to the terms and requirements of the Americans with Disabilities Act. This means that Operator trainers at Star Shuttle are experts in ADA sensitivity and safety training.

Star Shuttle can guarantee that it will provide the required ADA transportation services in full compliance with the requirements of the RFP and Contract.

Please note that many of our operations fall under U.S. DOT and FTA drug testing requirements. Star has adopted a complete Drug and Alcohol Program including substance abuse education, pre-employment testing, random, reasonable suspicion and post-accident testing. Star Shuttle continuously passes FTA audits and US DOT FMSCA compliance reviews, including most recently in January 2020.

Star Shuttle has the understanding, commitment, personnel, experience, qualifications, financial resources, technical resources, facilities and equipment to provide the City of Round Rock and its clients and stakeholders with maximum value. Star Shuttle has provided herein a comprehensive Technical Proposal. We think you will be pleased with the result, and we look forward to discussing this Technical Proposal with you in the near future.

We are particularly pleased to have been twice selected by the National Safety Council and Texas Department of Transportation to receive both the ***2018 and 2019 Our Driving Concern Texas Employer Traffic Safety Award*** !

I am pleased to submit the attached Technical Proposal. A Table of Contents of the entire Technical Proposal is provided. Required submissions are contained in the Required Attachments and Appendices and additional information is included in the Exhibits.

Although qualitative levels and operational requirements are to be met or exceeded, Star Shuttle is very aware of the importance of cost effectiveness. This Technical Proposal seeks therefore to maximize value. This should be apparent in the reading of the Technical Proposal, Required Attachments & Appendices, and Exhibits. As an integral part of this Technical Proposal, Star Shuttle offers to go further, working with you in a team environment for additional project improvements throughout the contract term. That's why we say "***We Go the Distance for You!***"®.

Sincerely,



John P. Walker, President/CEO*

*Resume included in Tab 6. Qualifications

ATTACHMENT



Restriction on Use of Proposal Content

This proposal is copyrighted and may not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal by the City of Round Rock, unless otherwise required to be disclosed under Texas Public Information Act after determination by Texas Attorney General that no exception to copyright laws or TPIA applies.

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Exhibit "B"

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List of Required Attachments – Included in Tab 9

Technical Proposal for City of Round Rock - Americans with Disabilities Act (ADA) Paratransit Services (Required Attachments)

Attachment #

Signed Addendums

Attachment A – Proposal Submittal Form, Execution

Attachment B – Reference Sheet

Attachment C – (No Attachment) “Star Acknowledges the Incorporation by Reference of Federally Required Contract Clauses”

Attachment D – Government-Wide Debarment and Suspension (Non-procurement)

Attachment E – Certification and Restrictions on Lobbying

Attachment F – DBE Certification for Non-Rolling Stock Materials or Services



List of Exhibits

Exhibit

1. Drug and Alcohol Policy
2. Personnel Practices and Policies – Employee Handbook
3. Vehicle Maintenance Plan (includes Maintenance Procedures)
4. Safety Plans and other Emergency Protocols – Safety Management System (SMS)
5. Performance Monitoring Plan
6. Facilities Plan
7. 2018 & 2019 Our Driving Concern Texas Employer Traffic Safety Award
8. Vehicles & Vehicle Brochures
9. Litigation
10. Star Shuttle CORR Paratransit Training Manual

Executive Summary

Introduction

Star Shuttle, Inc. ("Star") is pleased to respond to the City of Round Rock's Request for Proposal - Americans with Disabilities Act (ADA) Paratransit Services (hereinafter "ADA Paratransit Services"), Solicitation Number 20-007. Star Shuttle has demonstrated through past and current contracts that it is fully capable and fully prepared for the operation of this service in full compliance with all provisions of the RFP including safe and dependable on-time service. Star proposes to once again exceed many of the requirements of the RFP and to go further, working with City of Round Rock ("CORR") in a team environment towards additional project improvements throughout the term of this Contract.

Company Profile

Star Shuttle is owned and operated by the Walker Family of Austin and San Antonio. The Walker Family (5 UT Austin grads) founded and developed Advantage Rent-A-Car in the 1960's – 2000's into a worldwide company with all 200 US locations and 20,000 vehicles owned and operated by the Family. The Walker Family founded Star Shuttle, Inc. in 1992. The Family sold Advantage in 2006 and retained and still operates Star Shuttle in Central and South Texas.

Walker Family companies have successfully provided transportation in vans, mini-buses, school buses and full size motor coaches for both ambulatory and mobility impaired persons in numerous cities for 57 years. The company's divisions are:

- ◆ Transit / Paratransit Operations
- ◆ School Bus / Contract Shuttle Operations
- ◆ Charter, Convention and Tour Operations

Past Performance for the City of Round Rock

Star has proven that it can work professionally, productively and cooperatively with the City of Round Rock and its citizens. Star has built a trusting relationship with CORR over the last 7 years. Star's proven track record is reflected in the performance statistics included with Addendum No: 2 of the RFP. Star's current level of productivity is 1.65 passengers per hour. During October 2019 – January 2020, Star provided over 5,600 trips with a 95.5% on time performance and had:

- ✓ 0 missed trips
- ✓ 0 complaints
- ✓ 0 accidents

Summation of Proposal

Star understands the goals and challenges of delivering CORR ADA Paratransit Services. Star seeks for continuous improvement which is measured in terms of the on-time performance /



Executive Summary

productivity paradigm, operating cost per revenue and per mile, operating cost per passenger trip, passenger trips per hour, passenger satisfaction, and similar measures.

In providing the required services, Star will demonstrate in this Technical Proposal its ability and commitment to provide all requirements for CORR ADA Paratransit Services, including but not limited to: recruiting, screening and hiring all Operators, support staff and management; training and supervision; reservations; dispatch; customer service; vehicles; insurance; maintenance; facilities; storage; supplies; tools and equipment. Star will effectively communicate contract progress and any service incidents to CORR Transit Coordinator. In short, Star will work closely together with CORR and meet or exceed the requirements of the Contract at all times, as it has demonstrated in similar contracts.

Star has the understanding, resources, commitment, personnel and qualifications to provide CORR and its passengers, visitors and stakeholders with exceptional service and maximum value. Star herein provides a comprehensive plan for achieving this value. All of the above mentioned topics are discussed in the upcoming sections.

Organizational Commitment and Depth

The Star Shuttle Mission

All personnel at Star Shuttle understand that as a private provider of public transportation, the highest regard for the public's safety is essential. Star's staff also understands that providing public transportation demands an even greater commitment and sensitivity when serving paratransit passengers. Star Shuttle's mission statement is:

"Star Shuttle Employees lead the industry providing Safe, Reliable & Professional transportation with outstanding passenger service... We go the Distance in everything we do!"

Accomplishing this mission requires a conscious effort to be prepared for and sensitive to the special needs of passengers. We understand that the paratransit passenger's livelihood and even health depends upon safe, courteous, timely and reliable service. In summary, the Star Shuttle team possesses the commitment, experience, personnel, financial and technical resources to excel as the provider of the CORR ADA Paratransit Services.

Quality Control and Contract Compliance

Star Shuttle emphasizes quality service in all of its operations, and strives to continuously improve its service along the following quality dimensions:

- Safe transportation
- Service that is dependable and timely
- Service in accordance with Contract requirements
- Vehicles that are clean, attractive and well maintained
- Courteous, knowledgeable and helpful Operators and Supervisors
- Easy access to company information
- Availability of additional ancillary or related services that passengers need

Star Shuttle understands that recognition of quality dimensions is only the first step towards improved quality. Once the dimensions are recognized, the causes of poor quality on each dimension must be identified, priorities set and corrections implemented. Quality improvement is an ongoing process. Star prioritizes the dimensions and actions needed to ensure service quality, any failure to meet or exceed quality objectives is carefully measured and acted upon.

Star has continuously improved quality dimensions historically, and will continue to do so in the future, via improvements in training, implementing technological advancements, involving employees with team approaches, and acting on feedback to eliminate the causes of deficient quality. These and other activities are described throughout this Technical Proposal.

Oversight of Contract Requirements

Continuous oversight is conducted by properly trained, experienced and vigilant owners, managers and supervisors. As a result of these efforts, Star Shuttle has never had any unresolved contract issues during its 28 years of serving its clients. Star's rigorous oversight of the requirements of this proposed Contract will be the result of:

- Star's Organizational Structure and Project Compliance Management
- Communications Capabilities and Practices
- Use of Relevant Current Technologies
- Continuous Auditing and Inspection of Operators and Operations
- Extensive ADA Operating Experience
- Proven Commitment to Excellence and Continuous Improvement

Continuous Observation, Auditing and Inspection

Formal observation and inspection by Star's Supervisors and Managers is an important method for ensuring safety and controlling quality in paratransit service. Star's activities include but are not limited to: periodic inspection of vehicles and equipment; covert and overt field observation of Operators and their performance; compliance with contract standards and passenger service policies; vehicle operating rules; uniforms; grooming; and review of records for accuracy and completeness.

Continuous Improvement – Staying Abreast of Current Best Practices

Star's exceptional operational experience is a starting point for the goal of continuous improvement and incorporation of industry best practices. Star's management team is required to complete ongoing continuing education, review current transit/paratransit and CDL literature and attend seminars, conventions and industry trade organizations.



Tab 1 - Business Organization

Name and Addresses of Organization

Star Shuttle, Inc. is owned and operated by the Walker Family of San Antonio and Austin. The Walker Family has operated ground transportation services in the Austin area including the City of Round Rock since 1966. The company's primary locations are in San Antonio and Austin. The CEO John Walker has residences in San Antonio and Austin and works from both locations.

Company Headquarters

Star Shuttle, Inc., a Texas corporation
1343 Hallmark
San Antonio, TX 78216
Telephone: (800) 341-6000

Branch Office

Austin Location (branch office)
1135 Gunter Suite 102
(Airport Blvd. & Kirk)
Austin, Texas 78702
Telephone: (512) 479-8100

Licensed to do Business in Texas

Star Shuttle, Inc. is a family owned company operating in central and south Texas since 1963. Star Shuttle, Inc. is not a subsidiary of any company. It is a Texas corporation licensed to do business in the State of Texas.

Locations of Where Work to be Performed

The work will be performed in the City of Round Rock (paratransit service delivery, driver and vehicle operations); Austin (fleet, maintenance, continuing education and operations); San Antonio (dispatch, reservations, training academy, customer service and administration).



Tab 1 – Business Organization

Format of this Technical Proposal

Star has organized this Technical Proposal in the order and according to the structure outlined in the RFP by CORR. Required Attachments and Addendum are completed and signed and included under Tab 9. Additional Exhibits are clearly marked and included and incorporated into this Technical Proposal.

Tab 1- Business Organization

Tab 2 – Technical Solution

Tab 3 – Work Plan

Tab 3. Section 1. Work Plan – Introduction / Overview

Tab 3. Section 2. Work Plan – ADA Paratransit Description

Tab 3. Section 3. Work Plan – Types of Service to be Provided

Tab 3. Section 4. Work Plan – Daily Operations

Tab 3. Section 5. Work Plan – Service Hours

Tab 3. Section 6. Work Plan – Fare Handling & Reconciliation

Tab 3. Section 7. Work Plan – Service Performance Indicators

Tab 3. Section 8. Work Plan – Workforce Requirements & Staffing

Tab 3. Section 9. Work Plan – Vehicle Operators

Tab 3. Section 10. Work Plan – Vehicle Operators & Frontline Staff Training

Tab 3. Section 11. Work Plan – Accident or Severe Incident Procedures / Safety Plan

Tab 3. Section 12. Work Plan – Drug & Alcohol Program

Tab 3. Section 13. Work Plan – Service Administration & Reporting

Tab 3. Section 14. Work Plan – Revenue Vehicles

Tab 3. Section 15. Work Plan – Vehicle Maintenance

Tab 4 – Staffing and Project Organization

Tab 5 – Related Experience

Tab 6 –Qualifications / Resumes / Certifications

Tab 7 – Authorized Negotiator

Tab 8 – Exceptions

Tab 9 – Attachments and Addendum

Tab 10 – Cost Proposal

Exhibits



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Star’s Understanding of the Requirements in the Scope of Work

Star and its ADA paratransit management team are extremely knowledgeable in the historical development of ADA Paratransit services as well as other modes of demand response transportation. Star understands the goals and challenges of continuous improvement in the delivery of CORR paratransit service, and that such improvement is measured in terms of the on-time performance / productivity paradigm, operating cost per revenue mile, operating cost per passenger trip, passenger trips per hour, passenger satisfaction, and similar measures.

In regard to CORR ADA paratransit operations, outside the CORR itself nobody in ADA paratransit knows the City of Round Rock, the CORR service area, the most frequented pickup and drop-off points, the CORR passengers (hundreds of passengers, by name and what their special needs are), like Star Shuttle. Nobody knows CORR’s policies, procedures, “do’s and don’ts” like Star.

<i>Star’s CORR Customer Service is Exemplary</i>				
	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>%</i>
<i>Complaint-free trips</i>	<i>99.99%</i>	<i>99.99%</i>	<i>99.99%</i>	

Star’s Role with the CORR

Star will meet or exceed all the requirements of the specifications for the CORR service, including but not limited to: recruiting, screening and hiring all Operators, support staff and management including training and supervision; vehicles; insurance; maintenance; facilities; storage; supplies; tools; and equipment. CORR will determine system policy and certain procedures, marketing and fare policy. Star will effectively communicate contract progress and any service incidents to CORR. Should incidents or public emergencies dictate, Star will manage these situations as required, in conjunction with CORR. In short, Star will work closely together with CORR and meet or exceed the requirements of the Contract at all times, as it has demonstrated in prior contracts.

Star’s Understanding of the Needs of ADA Customers

All of the above mentioned topics are discussed in the upcoming sections. Star has thorough understanding of the Contract requirements, and the services to be provided under the Contract. Paramount is the understanding that mobility

“Star Shuttle Employees lead the industry providing Safe, Reliable, Professional transportation with outstanding passenger service... We go the Distance in everything we do.”



Tab 2 – Technical Solution

impaired passengers (including passengers with physical or mental condition(s) caused by illness, age, injury, birth defect, congenital malfunction, or permanent / temporary incapacity or disability, including any condition that requires the use of wheelchair, walker, service animal, or other mobility aid for transportation and, as a direct result of that condition, cannot use fixed route bus service) - are to receive the highest quality transportation service and assistance. Although paratransit service is generally “curb-to-curb” service, it also includes “door-to-door” service when required with necessary assistance to and from the vehicle.

Organizational Commitment and Depth

All personnel at Star Shuttle understand that as a private provider of public transportation, a high regard for the public’s safety is essential. Star’s staff also understand that providing public transportation for persons with disabilities demands an even greater commitment and sensitivity when serving passengers. Star Shuttle’s mission statement is:

History and Organizational Structure are proprietary information and /or trade secrets to be exempted from disclosure to a third party.

Accomplishing this mission requires a conscious effort to be prepared for and sensitive to the special needs of persons with disabilities. We understand that the paratransit passenger’s livelihood and even health depends upon safe, courteous and reliable service. Star Shuttle’s 28 years of consistent performance have proven that it undertakes this effort daily. Star Shuttle is always prepared to meet the special needs of persons with

disabilities. It is with this past experience and commitment to the future that Star Shuttle proposes to provide the CORR ADA Paratransit Services. In summary, the Star Shuttle team possesses the commitment, experience, personnel, financial and technical resources to excel as the provider of the CORR ADA Paratransit Services.

Millions in Investment in Facilities & Equipment

Star has invested millions of dollars in acquiring and developing transportation specific facilities in Austin and San Antonio. The Star Facilities Plan is included in Exhibit 6.

Description of San Antonio Based Operations Support Offices (OSO)

Throughout this Technical Proposal, there is mention of the personnel of the Operations Support Office or “OSO.” The personnel of the OSO are here to support the CORR paratransit operations. Star Shuttle has strategically located its CORR Reservations and Dispatch Facility on the same ground transportation campus as the OSO, in that Star’s CORR operations have direct and immediate access to some of the most experienced transportation management personnel in the country. The management personnel at OSO are:

- ◆ President / CEO



- ◆ Executive Administrative Assistant
- ◆ Vice President
- ◆ Chief Financial Officer / CORR General Manager
- ◆ Director of Risk & Safety
- ◆ Director of Recruiting & Training / EEO Officer
- ◆ HR Generalist & DBE Officer
- ◆ Accounting Manager
- ◆ Payroll Manager

Quality Control and Contract Compliance

Star Shuttle emphasizes quality service in all of its operations, and strives to continuously improve its service along the following quality dimensions:

- Safe transportation
- Service that is dependable and timely
- Service in accordance with Contract requirements
- Vehicles that are clean, attractive, and well maintained
- Courteous, knowledgeable, and helpful Operators and Transportation Supervisors
- Easy access to company information
- Availability of additional ancillary or related services that passengers need

Star Shuttle understands that recognition of quality dimensions is only the first step towards improved quality. Once the dimensions are recognized, the causes of poor quality on each dimension must be identified, priorities set and corrections implemented. Quality improvement is an ongoing process. Star prioritizes the dimensions and actions needed to ensure service quality, any failure to meet or exceed quality objectives is carefully measured and acted upon.

Star has continuously improved quality dimensions historically, and will continue to do so in the future, via improvements in training, implementing technological advancements, involving employees with team approaches, and acting on feedback to eliminate the causes of poor quality. These and other activities are described throughout this Technical Proposal.

DBE Goals and Program

Star has undertaken a comprehensive outreach to include as many DBE vendors as possible and will work throughout the term of the Contract to increase DBE participation.

Oversight of Contract Requirements

Continuous oversight is conducted by properly trained, experienced and vigilant owners, managers and supervisors. As a result of these efforts, Star Shuttle has never had any



Tab 2 – Technical Solution

unresolved contract issues during its 28 years of serving clients. Star’s rigorous oversight of the requirements of this proposed Contract will be the result of:

- Star’s Organizational Structure and Project Management
- Communications Capabilities and Practices
- Use of Relevant Current Technologies
- Continuous Auditing and Inspection of Operators and Operations
- Extensive CORR Operating Experience

Star Shuttle Pyramid of Service Support

Star’s service support philosophy is that all of Star’s efforts and functions exist to support the vehicle Operator, who importantly, appears at the top of the pyramid. Star has carefully developed and nurtured a culture of safety and caring for the customer.



Written Policies and Procedures

Star has included detailed policies and procedures throughout Star’s Work Plan below and additionally the following written policies and procedures are included in the Exhibits to this Technical Proposal:

City of Round Rock - Americans with Disabilities Act (ADA) Paratransit Services Solicitation Number 20-007



<i>Exhibit #</i>		<i>Exhibit #</i>	
1	Drug and Alcohol Policy	5	Performance Monitoring Plan
2	Personnel Practices and Policies – Employee Handbook	6	Facilities Plan
3	Vehicle Maintenance Plan (includes Maintenance Procedures)	10	Paratransit Operator Training Manual & Workbook
4	Safety Plans and other Emergency Protocols – Safety Management System (SMS)		

Data Collection and Reporting

Star has included in its Work Plan Star’s processes for collecting and reporting operational and maintenance data. Star’s Work Plan demonstrates an understanding of various daily data collection activities and reporting requirements. Data collection and reporting processes can be found throughout the Technical Proposal and in particular in:

- Section 13. Work Plan – Service Administration & Reporting – Monthly Reports, NTD Reporting & Accident / Incident Reporting
- Exhibit 3. Maintenance Plan – Vehicle Maintenance System (VMS)
- Section 4. Work Plan - Daily Operations – Simpli Scheduling, Reservation & Dispatch System and Call Center Software
- Section 8. Work Plan - Workforce Requirements & Staffing- Applicant Tracking System and EEO and Affirmative Action Reports
- Section 10. Work Plan - Vehicle Operators & Frontline Staff Training – Manifest Data Collection
- Exhibit 1. Star’s Drug and Alcohol Prevention Policy and Section 12. Work Plan - Drug & Alcohol Program – MIS Reports



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TAB 3 – Work Plan

Description of Star's Work Program by Tasks

Star has included in its Work Plan the steps it will take to complete all of the tasks required by the RFP. At each step Star demonstrates its depth of knowledge and understanding of all of the essential elements of fulfilling the requirements of the RFP and delivering a well-run paratransit service for CORR. Work Plan elements and tasks include:

- Full understanding of FTA Requirements and Other Federally Mandated Requirements including but not limited to EEO Plan & Title VI Policy and Drug & Alcohol Policy
- ADA Paratransit Operating Policies & Procedures, Sensitivity, Passenger Assistance and Securement
- Reservations, Dispatch and Customer Service
- Fare Collection and Reporting
- Budgeting and Accounting
- Record Keeping and FTA NTD Reporting
- Recruiting, Paratransit Training, Oversight and Motivation
- Public Transportation Safety and Maintenance Plans
- Performance Monitoring and Continuous Improvement
- Fleet Management and Fuel Management
- Responding to Accidents & Incidents
- Emergency Management
- OSHA Compliance
- Properly Equipped Facilities & Shops

Contract Implementation Meetings, Documentation, Record Keeping and Mobilization

Much of what is required for this Contract, Star already has in place. One of the main things Star seeks after a major contract is awarded is to immediately initiate direct communication, coordination and cooperation. Star proposes to meet in person or telephonically regularly with CORR Transit Coordinator to report and discuss implementation progress. Additionally, Star will meet with CORR when requested. Record keeping and documentation will include:

Task checklists – including all required tasks for contract implementation

- Vehicle Readiness Confirmations
- Training sign-in sheets and topics covered
- Background checks and pre-employment screening
- Insurance Certificates delivered

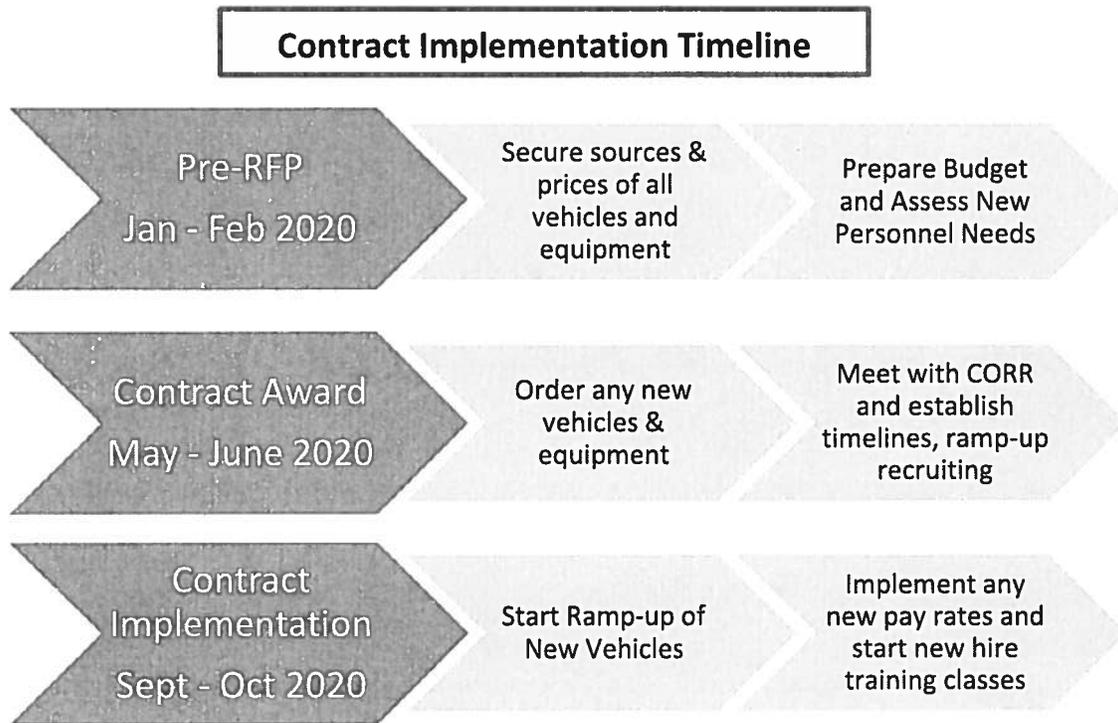


Tab 3 – Work Plan

Ramp-up Timeline

Star already has the vehicles and vehicle amenities in place to implement the new contract. Once CORR approval of the new vehicles, vehicles will be ordered. Insurance underwriting has already been secured with National Interstate Insurance Company through the TRAX insurance program. Workers compensation insurance has already been secured through Texas Mutual Insurance Company. Proof of insurance compliance in accordance with the RFP will be provided. Sources of communications and uniforms have been secured. Star already has a full-time recruiter in place, trainers in place, training programs in place and training facilities in place.

At least 30 days prior to Contract service commencement Star shall submit to CORR its Staffing Plan and Fare Policy.





Tab 3. Section 1. Work Plan - Introduction/Overview

Company History & Organizational Structure

The great advantage of contracting with Star Shuttle is that City of Round Rock can utilize a local company with a national level of experience and qualifications; in other words, City of Round Rock can utilize a Texas company with strong national best practice expertise. Star Shuttle’s Walker Group companies have successfully provided transportation in vans, mini-buses and full size motor coaches for both ambulatory and mobility impaired persons in numerous cities for 56 years. Star Shuttle, Inc. is a diversified ground transportation firm that owns and operates Star Shuttle’s various transportation divisions in Texas. The company’s divisions are:

- Transit / Paratransit Operations
- School Bus / Shuttle Operations
- Charter, Convention and Tour Operations

Star has over 200 employees and 150 vehicles. Star has offices and extensive fleet facilities in Austin, Texas.

History and Organizational Structure are proprietary information and /or trade secrets to be exempted from disclosure to a third party.

Star Shuttle’s corporate headquarters is located at:
1343 Hallmark Drive San Antonio, Texas 78216

Telephone: (210) 581-9990
Fax: (210) 829-5182

Over many years, the Walker Group has developed approximately 2 acres of vehicle operations facilities in Austin, Texas. Additionally, the Walker Group has acquired and developed approximately 9 acres of improved parking and 27,700 square feet of offices and training facilities on two sites near the San Antonio International Airport. In recent years, the Walker Group has made large capital improvements to support its operations. Five years ago Star opened its **Star Shuttle Academy of Advanced Transportation and Safety** at the Hallmark site. State-wide training for Star Shuttle contracts, Operators and dispatchers is provided at the Academy. For more details see Star’s Facilities Plan in Exhibit 6.

Description of Operations Support Offices (OSO)

Throughout this Technical Proposal, there is mention of the personnel of the Operations Support Office or “OSO.” The personnel of the OSO are here to support the City of Round Rock - ADA Paratransit Services operations. Star Shuttle has strategically located its Operations Facility on the same ground transportation campus as the OSO, in that Star’s City of Round Rock - ADA Paratransit Services operations have direct and immediate access



Tab 3 – Work Plan

to some of the most experienced transportation management personnel in the country. The management personnel at OSO are:

President / CEO
 Executive Administrative Assistant
 Vice President
 CFO / CORR General Manager
 General Manager
 Director of Risk & Safety
 Director of Recruiting & Training / EEO Officer
 HR Generalist / DBE Officer
 Accounting Manager
 Payroll Manager

Project Management and Supervisory Personnel

Star Shuttle has already established an experienced team to oversee the CORR ADA Paratransit Services operations under this contract. The names and experience of assigned project management and supervisory Team are set forth in Tab 6. Qualifications of this Proposal. **This management team will manage contract compliance with a deep understanding of CORR ADA Paratransit Services' program and goals.**

Oversight Team Structure and Depth is proprietary information and /or trade secrets to be exempted from disclosure to a third party.

Statement of Compliance

Star currently complies and shall at all times comply with all applicable rules and regulations of the Federally Required Contract Clauses, State, and Local governing entities. Further, Star's Technical Proposal complies and Star shall at all times comply with terms of CORR's Request for Proposal (RFP).

Tab 3. Section 2. Work Plan – ADA Paratransit Service Description

Description of Service

The CORR operates a fixed route bus service Monday through Friday, excluding certain holidays from 6:30am to 8:00pm. This Technical Proposal is to operate the ADA required parallel paratransit service in alignment with CORR's fixed-route operations. The CORR ADA paratransit eligible region can be found on their website at:

www.roundrocktexas.gov/departments/transportation/public-transportation/ada-paratransit-service

Service Type

CORR provides an origin to destination paratransit service, including:

Feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for part of the trip; and

Curb-to-Curb. Curb-to-Curb shared ride service Passengers should wait for the vehicle in a location where the vehicle can be seen, and preferably where the vehicle Operator can see the passenger. Passengers are to be dropped off in a safe location, as close as possible to the entrance of their destination.

Door-to-Door. There are exceptions to the curb-to-curb service including door-to-door when reasonably requested at the time of service by the Passenger or in advance by the passenger or CORR. Examples of people needing "Door-to-Door" service includes customers who:

- are unable to self-propel a manual wheelchair;
- cannot follow the path to or from a van without guidance; or
- needs assistance to maintain his/her balance.

If a passenger needs assistance beyond the curb, a reasonable accommodation shall be provided as long as the assistance does not result in the following:

- A direct threat
- The vehicle Operator cannot see the vehicle from the door, typically no further than 75 feet from the vehicle
- The vehicle Operator entering the passengers home or other pick-up and drop-off locations
- The vehicle Operator backing the vehicle
- The vehicle impeding or blocking traffic



Tab 3 – Work Plan

If a passenger lives in a gated community, they should provide the gate code when making the reservation. If a passenger lives in an apartment complex, the pick-up location is in front of the leasing office. If a passenger cannot traverse to the leasing office, the passenger may be picked up in front of their building, upon request.

Securement and Mobility Devices

Securement training and in-the-field securement audits are an extremely important part of Star's safety and customer service training for its vehicle Operators and supervisors. In accordance with ADA regulations, CORR and Star will provide service to all individuals using mobility devices that fit within the capacity of the lift or ramp being operated. Passengers are advised that vehicle Operators are not permitted to operate a mobility device onto the lift or ramp. The passenger is responsible for getting onto the lift or ramp with minimal vehicle Operator assistance for these devices.

Proper use of the securement system is required as a condition of service. All wheelchairs and mobility devices must be safely secured before transport. When transporting passengers using mobility devices, the vehicle Operator can suggest but not require passengers transfer to a seat. The passenger, in this case, has the final decision as to whether a transfer is appropriate given the passengers' particular disability. As the regulations require, a passenger who cannot enter the vehicle using the stairs or ramp, but who does not use a wheelchair, will be allowed to enter the vehicle using the lift or ramp.

Current Service Levels

CORR currently operates four paratransit wheelchair accessible vehicles for a total of forty-eight revenue hours per day providing an average of 20,000 passenger trips per year. CORR determines eligibility for this program and paratransit service may be offered to passengers outside of the ADA service area on a limited basis, but all trips begin and end within the City's service area.

Star Shall Provide All Necessary Requirements to Operate the ADA Paratransit Services

If selected, Star shall provide all the necessary requirements for the operation of the ADA Paratransit services in the most efficient and cost-effective manner without compromising quality. The required services to be provided by Star include, but are not limited to:

- management
- recruiting and training
- operations personnel
- dispatching
- reservations



- supervisors
- facilities
- maintenance
- policies and procedures
- insurance
- record keeping and reporting
- telecommunications
- vehicles

Subscription Trip Policy

Passengers who use the CORR Paratransit Service to make regular, recurring, trips can request a standing reservation, referred to as a subscription trip, through Star's Customer Service / Dispatch office. The ADA does not allow more than 50% of its service to be subscription in nature. Subscription trips will be limited to no more than 50% of complementary paratransit service capacity.

CORR takes subscription requests on a first come-first-serve basis. If a passenger makes a standing reservation and has three (3) no-shows, per CORR's no-show policy, the standing reservation will be cancelled and that passenger will not be eligible to qualify for subscription service for three (3) months. Trips missed by the individual for reasons beyond his or her control, including, but not limited to, trips that are missed due to Operator error, will not count as a no show.

No-show Policy

Star must record each customer's no-show(s) and provide the information via a Monthly Cancellation / No-Show Report. The CORR applies appropriate sanctions when customers establish a pattern of excessive no-shows. A no-show is defined as:

- any time a bus Operator goes to pick a customer up and he or she decides not to use the service,
- is not at the pickup location,
- has not called to cancel their trip at least one (1) hour before the scheduled pick-up time,
- the vehicle Operator has waited the required 5 minutes and the passenger does not board the vehicle.

Passenger no-shows for reasons that are beyond the passengers control will not be counted. Examples of excused no-shows include, but are not limited to:

- illness,
- accidents,
- family emergency,



Tab 3 – Work Plan

- passenger's appointment ran longer than expected and customer could not call to cancel, or Acts of God (flood, earthquake, etc.).

Suspensions of service may occur when a rider exceeds the maximum number of no-shows allowed per month.

Star's Commitment to Work as a Team with CORR to Achieve Continuous Service Improvement

Star Shuttle, Inc. ("Star") is pleased to respond to The City of Round Rock's Request for Proposals for Americans with Disabilities Act (ADA) Paratransit Services. Star Shuttle, as CORR's long term paratransit partner has demonstrated that it is fully capable and prepared for start-up and for continuing operation of this service in full compliance with all provisions of the RFP. Star proposes to once again exceed many of the requirements of the RFP and to go further, working with CORR in a team environment towards additional project improvements throughout the term of the Contract.

Star and its ADA paratransit management team are knowledgeable in the historical development of ADA Complementary Paratransit services as well as other modes of demand response transportation. Star understands the goals and challenges of continuous improvement in the delivery of CORR Paratransit Service, and that such improvement is measured in terms of the on-time performance / productivity paradigm, operating cost per revenue and total mile, operating cost per passenger trip, passenger trips per hour, customer satisfaction, and similar measures.

In addition to paratransit management and service delivery expertise, Star's management team has a history of providing flexibility and a positive attitude in regard to problem solving, accommodation to customers and the City, and suggesting, embracing and implementing revisions and modifications to operating and administrative requirements.

Star understands that the City is looking for firms that will work cooperatively and to make recommendations about operational or process changes as they become apparent. Star views this project as a team effort and will strive for decisions which result in a mutually beneficial outcome.

Finally, Star will meet with CORR to make Project improvements such as a readily available smartphone app that will enable the passenger to make a smartphone reservation, cancellation, find the real time location of their vehicle, receive updated time of arrival and make payments. Star will work with CORR to implement these service and technology upgrades.

Tab 3. Section 3. Work Plan - Types of Services to be Provided

Passengers

CORR passengers are the core of the service; therefore, customer service is of paramount importance. Star shall transport passengers with a safe, comfortable, clean and secure environment during all phases of their trips. Star shall endeavor to provide the systematic approach necessary to provide reliable service with compassion and understanding, and provide the support services needed in maintenance, supervision, operations and administration to meet passenger's needs. Star's Customer Service Agents, overseen by the Star CORR Customer Service Interface shall ensure that its employees respond to passenger inquires and requests in a positive, prompt, and appropriate manner.

ADA Demand Response Trips

Star shall transport eligible passengers, passengers who may use a mobility device (transferrable and non- transferrable) and passengers with applicable service level (hand-to-hand, door-to-door, or curb-to-curb as specified) in accordance with the CORR ADA Complementary Paratransit Policies & Procedures and in the safest, most courteous, and efficient manner possible.

Star fully understands and knows the CORR ADA Complementary Paratransit Policies & Procedures and knows that they can be found at:
www.roundrocktexas.gov/departments/transportation/public-transportation/ada-paratransit-service

Transfer Trips

Travel between other transportation service areas in the region may occur, requiring transfer between the various providers.

Feeder-to-Fixed Route Trips

Passengers who have barriers getting to the fixed route service but can successfully ride fixed route service upon reaching an accessible zone or station may receive "feeder-to-fixed-route" service. Paratransit service will be provided to the passenger at either end of their fixed route trip, when required.

Open Return Trips

Trips offered to provide flexibility to passengers who may not know an exact time of when their return trip will be needed. The trips shall be scheduled with an estimated time before



Tab 3 – Work Plan

the day of service but may be rescheduled throughout the day of service per the passenger's request. Star's Customer Service Agents and Operators will excel at being responsive to the needs of passengers with Open Return Trips.

Standby Trips

Standby Trips are trips that are provided on the same day as requested. Star will provide standby trips only when excess capacity exists at the time of the request, when an error occurs in service that is no fault of the passenger, or when a passenger is stranded at a location other than their home. CORR reserves the right to grant other kinds of standby trips on a case-by-case basis.

Cancel at Door

When the Vehicle Operator arrives at the pickup location (within the 30-minute window) and contacts the passenger and is informed that the passenger does not wish to travel or is not ready to board the vehicle within five minutes (i.e. attempting to board the vehicle). The Vehicle Operator will log this occurrence as a no-show and provide CORR a monthly "No-Show" report.

Tab 3. Section 4. Work Plan – Daily Operations

Scheduling/Reservations

Star shall receive and schedule all passenger requests for transportation at its CORR Call Center which shall be open and operating at a minimum of Monday-Friday, 8:00am to 5:00pm. Cutoff for next day reservations is 4:00pm. The CORR dispatchers shall coordinate the provision of services by scheduling trips as efficiently as practical. Calls received during the weekend or on Holidays for next day service requests shall be answered by a live dispatcher whenever possible or the caller can leave a voicemail for next day service. The CORR dispatchers process voicemail reservations and assign trips prior to the start of the day's routes.

The number for Star's call center will be posted on CORR's website, listed on marketing materials and placed in the vehicles. Star Shuttle's call center uses an advanced VOIP system provided by T3 Communications. Unity Desktop teamed with T3 Communication's VOIP services, streamlines internal and external company communications with HD voice quality. Features of Star's call center phone system include:

- Shows when agents are available to talk, on the phone or busy;
- Call queuing and call forwarding to next available agent;
- Call monitoring and recording for quality assurance;
- Point-and-click calling;
- Company-wide instant messaging;
- Easily saved call logs and reports;
- Customizable company and personal directories;
- Intuitive icon interface makes training fast and easy;
- Directory and Microsoft Outlook integration.



Dispatch Workstations at Star's Call Center

Star Shuttle's CORR dispatchers record the reservations into the Simpli dispatch system and relay them to the Operators via CORR manifests with add-ons via radio or text message. The Simpli system captures operational data that is utilized for required CORR Monthly Reports and NTD Reporting. Star will explore with CORR the ability to process phone payments



Tab 3 – Work Plan

into the Trapeze Simpli system through a secure and reliable payment gateway, authorize.net. All CORR Operators are constantly being monitored on large television monitors that show real-time GPS tracking.

Dispatch

Star's dispatch center is located within Star's call center. The dispatchers manage daily deployment and return of vehicles and vehicle Operators. CORR reservationists and dispatchers work side-by-side. Early in the AM on the same day of service, Star coordinates on-time service among CORR vehicle Operators. The dispatcher's primary obligation is to provide safe, excellent service to customers by ensuring on time performance and high productivity and attending to same day service and driver requests for manifest adjustments. Star's CORR dispatch office is responsible for communicating directly with its vehicle Operators regarding most operational issues, to include: routing, location questions, passenger disruptions, accidents, incidents, and mechanical issues.

Transportation Supervisors

Star shall have a Transportation Supervisor on duty during all hours that a vehicle Operator is in service under this Contract. The Transportation Supervisor provides support to the vehicle Operators and fulfills a vital role in the overall provision of paratransit service. CORR does not employ Transportation Supervisors and therefore must rely on Star's Transportation Supervisors for issues in the field. Transportation Supervisors may be required to provide public meeting support, site evaluations, incident investigations, customer evaluations and complaints. The Transportation Supervisors will work with vehicle Operators and customers to solve behavior issues, accessibility for boarding vehicles, and other vehicle Operator or customer related problems. Transportation Supervisors on duty will be assigned an ADA accessible vehicle.

Transportation Supervisor tasks include (but are not limited to) the following:

- Respond immediately (within 30 minutes) in person to all accidents/incidents and investigate accidents/incidents involving customers on board the vehicle. The Transportation Supervisor may also be responsible for transporting the customers to their destinations.
- Respond promptly to CORR Dispatch requests for schedule adherence issues, customer issues, Operator issues, and any other service related issues.
- Ensure that all Operators are adhering to all CORR policies and standards described in the RFP. They conduct Operator checks to verify that the Operator is complying with all CORR operating requirements such as complying with uniform and grooming standards and being in possession of a valid driver's license and communications



device. Star periodically performs unannounced Operator checks on every Operator.

- Star Transportation Supervisors periodically check that all Operators are driving safely and providing the necessary assistance to all customers and conduct checks on every vehicle, including spare vehicles, to ensure they are equipped with step stools (when applicable), seat belt extensions, seat belts that are working properly, and that vehicles comply with the terms of the RFP.
- Transportation Supervisors shall assist in the investigation of customer complaints, ensure on-time performance, identify potentially unsafe operating conditions and ensure the overall efficiency of day-to-day operations.
- Transportation Supervisors must be fully knowledgeable regarding Star’s and CORR policies and procedures and must apply said procedures in a consistent manner. Transportation Supervisors must extend appropriate courtesy and sensitivity to CORR customers. When on duty, Transportation Supervisors must wear a uniform designed or specified by Star and must meet standards of grooming and appearance as are applicable to CORR Transportation Supervisors.

Experienced Transportation Supervisors ensure efficient paratransit service and on-time performance. Transportation Supervisors must have demonstrated knowledge of:

<ul style="list-style-type: none"> • CORR Service Area 	<ul style="list-style-type: none"> • Time scheduling for pickups and ultimate destination
<ul style="list-style-type: none"> • Operational responsibilities with respect to delivery of service 	<ul style="list-style-type: none"> • Frequently requested pickup and drop-off points
<ul style="list-style-type: none"> • Map reading; the streets and highways of the City of Round Rock 	<ul style="list-style-type: none"> • Cancellation, no-show and re-routing procedures
<ul style="list-style-type: none"> • Passenger assistance procedures 	<ul style="list-style-type: none"> • Daily reports and trip documentation
<ul style="list-style-type: none"> • Radio use procedures, codes and etiquette 	<ul style="list-style-type: none"> • Accident and incident response and reporting procedures

Vehicle Operators

The vehicle Operator shall ensure the passengers are picked up within the operating window listed on their manifest. If a vehicle Operator arrives at a pick-up location early and the passenger is prepared and willing to depart early, the vehicle Operator may do so. The vehicle Operator is never allowed to pressure a passenger to leave before the thirty (30) minute operating window. If the vehicle Operator is not going to arrive before the end of the next pick-up window or is more than 30 minutes ahead of schedule, the vehicle Operator



Tab 3 – Work Plan

shall notify dispatch. Further clarification for training and other requirements for vehicle Operators is outlined in the corresponding section of this solicitation.

Manifest Reconciliation

Trip information for reporting purposes (i.e. odometer readings, pick up and drop off/pull-in and pull-out times, fare collected, passenger count, etc.), and add-on trip information (including passenger name and pick up/drop off street addresses) will need to be accurately recorded by either a mobile data device or paper driver logs. The vehicle Operator shall communicate this information in detail for manifest reconciliation by Star. It is the responsibility of Star to reconcile all missing or incorrect data into scheduling and operations systems.

Accident/Incident Response

In the event of an accident, incident, or any other event which may cause a significant delay in service, the vehicle Operator shall contact the Star dispatch immediately. Depending on the severity of the event, Star's dispatch shall contact the proper authorities. Star's Transportation Supervisors shall respond to the scene of every accident or incident.

Sample Operational Day

The following is an overview of important Star operational procedures. With some minor adjustments, the operations described below are a description of the proactive services that will be provided under the new Contract. Times are approximate and will vary depending on the scheduled level of service.

0430 Managers and A.M. Transportation Supervisor arrive at base, "power up" systems, and check their messages.

0530 Operators clock-in according to assigned clock-in times and check their messages. Star utilizes a hand recognition time clock system to ensure accurate time-keeping.

0530 Routes and vehicles are pre-assigned. At this time each morning, the A.M. Transportation Supervisor distributes routes and vehicle keys. Assignment procedures ensure that CORR Dispatchers are aware which Operator is paired with which vehicle. Operators must sign out keys for vehicles. Operators must wear their CORR ID. Operators will synchronize their time piece with the digital clock displayed at Star Shuttle's Base facility which has been synchronized with dispatch. The A.M. Transportation Supervisor will confirm that Operators are in uniform and properly groomed.



Routes not assigned within reasonable times are assigned by the A.M. Transportation Supervisor to standby Operators. Operators who arrive late lose their route for the day and appropriate action according to company policy is taken. Before departing the lot, Operators must:

- Review route
 - Check disability codes
 - Confirm cancellations
 - Research any unfamiliar pick-up points and map general directions
- Pre-trip Vehicle
 - Check fuel level and check tires
 - Inspect vehicle inside and out for safety per DVIR
 - Inspect for Damage, cleanliness and appearance
 - Check to ensure that GPS is functioning properly

Report any issues to A.M. Transportation Supervisor and/or CORR Customer Service Interface.

Next, Operators will place name, time-in, vehicle number and starting mileage on their manifest. Additionally, Operators conduct a radio check with CORR Dispatch. Once vehicle checks are complete, Operators will depart according to the pull-out time on the manifest.

Shift Change When the Operator has completed his/her run, the CORR Dispatcher will be notified and the CORR Dispatcher will either assign add-ons or clear the Operator to return to base. Upon arrival at base, the Operator will park the vehicle in the assigned area to be serviced. The Operator will place ending mileage and the time they arrived at base on their manifest. The Operator reviews and signs his or her manifest. The Operator is the only person allowed to complete his or her manifest.

The manifest along with the fare collected and the vehicle keys are turned in to the CORR Administrative Clerk to be checked for accuracy.

The Operator conducts a post-trip inspection on a DVIR form. If the Operator has observed a problem with a vehicle, the problem is noted on the DVIR and reported to the CORR Administrative Clerk and a job ticket is created. The vehicle is placed out of service in Star's Vehicle Maintenance System (VMS) until the problem is corrected. A vehicle that is out of service in Star's VMS system cannot be dispatched.

1800-2000 Star's Administrative Clerk will prepare a recap of collected data from the routes collected by the clerks. A daily recap is prepared with the following information:



Tab 3 – Work Plan

Route number
Time out
Time in
Dead Head time if any
Total billable hours
Hourly rate
Total revenue
Number of passengers
Number of escorts
Number of companions
Cash fares
Coupons
Total fares collected

Cash is balanced and a bank deposit is prepared. Any approved coupons or prepaid vouchers are balanced and secured.

The schedules prepared for the following day are sent to Star schedulers for the driver's clock-in times to be assigned. Times are confirmed with driver either in person or via telephone.

The next day's routes are downloaded and printed by 2200 hours.



Tab 3. Section 5. Work Plan - Service Hours

Contract service levels and compensation are measured in "Service Hours".

Service Hours Defined

Service Hours include the time a vehicle leaves from the gate/lot as scheduled for revenue service to the time it returns to the gate/lot and goes out of revenue service. Pre-trip and post-trip inspection time, scheduled and unscheduled maintenance periods, fueling time, vehicle breakdown time, employee drug testing, and other non-revenue service-related times are not included in compensated Service Hours. Additionally, service interruptions are not included as part of Service Hours.

Star understands that Service Hours may increase or decrease over the term of the Contract due to the demand responsive nature of the system. Therefore, Star understands it is not guaranteed a minimum or maximum number of Service Hours during the term of the Contract.

Projected Revenue Hours

The projected service hours are 48 hours per day, Monday through Friday, 6:00am to 8:00pm, based on the following:

- 14-hour service day, 3 vehicles, 253 operating days
- 6-hour service day, 1 vehicle, 253 operating days

Holiday Service

ADA paratransit service will operate on the same days and hours as Capital Metro's fixed route service. No service will be provided on the following holidays and are subject to change according to Capital Metro's published fixed route holiday schedule:

- New Year's Day
- Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day



Tab 3. Section 6. Work Plan - Fare Handling and Reconciliation

Amount and Types of Fares

CORR determines and sets ADA Paratransit fares. Cash fares or multi-ride tickets are currently accepted for paratransit service. CORR reserves the right to introduce fareboxes and other technology for fare collection. Fares will be collected and processed into a consolidated revenue collection report to be deducted from Star's monthly invoice.

Fare Policy

Star shall submit a fare collection policy, prior to commencing service, on procedures to safeguard the fare revenues after award of contract and shall take reasonable precautions to ensure the integrity of the fare collection process.

Fare Collections

All Operators will collect or verify a valid fare media from each passenger upon boarding and will document this on the Manifest. All passengers will be counted, even if they do not pay a fare, and will be documented on the Manifest. Operators will not solicit, accept, or in any way encourage payment of a tip, gratuity or additional payment from any passenger at any time. When changes to the fare occur, CORR will inform Star of the fare changes. It is Star's responsibility to inform its Operators on changes to the fares.

Fares will not be collected from individuals exempt from fare collection per rules set by CORR.

Money Handling

Additionally, Star's money handling procedures are part of Star's Operator training. Star's Operators will not give change. All Operators are given security training. Star also utilizes camera systems in Star's operations and vehicles and will make these systems available for the Contract.

Fare Dispute

A reasonable effort must be made to collect the proper fare in a courteous manner. If a passenger disputes the fare, the Operator must not pursue the matter but notify Dispatch for further instructions.

Fare Administration



Each Operator is given an envelope to place fares in. The Operator is responsible for collecting the fare from each passenger, companion or child (subject to CORR rules) and then properly annotating the collection on the Operator's manifest.

The Operator will turn-in the manifest and fare envelope at the Operator check-in window at Star's Austin Facility. The Administrative Clerk in charge of manifests and fare collections will compare the manifest totals to the fares collected. Fares are compared to the manifest for accuracy and then the cash is separated and dropped in the safe. The money is picked up by accounting and counted in a secure area.

The Administrative Clerk in charge of manifests and fare collections will complete the daily recap summary and forward it to the Operations Manager for review and approval; once approved by the Operations Manager, it is forwarded to Round Rock with the Monthly Invoicing Report. The Operations Manager shall securely destroy all fare media collected once it has been reconciled.

Passenger Counting

Each Operator has received driver manifest training. All passengers are counted, even if they do not pay a fare. Each Operator completes their manifest by logging required trip information/passenger counts in the designated areas on the manifest. An appropriate entry is made by the passenger's disability code, for example: ambulatory, wheelchair, scooter, transfers, escorts, and companions. The Operator then adds-up the total number of passengers transported for that shift. Each Operator is assigned to a Transportation Supervisor. After each shift, the CORR Administrative Clerk audits the Operator's manifest and confirms fare collections, pickups and compares totals to the Operator's totals. If any discrepancies are found, the Operator is called in by the CORR Transportation Supervisor to recount and correct any errors. The Administrative Clerk in charge of manifests and fare collections then is able to accurately complete the Daily Recap Summary.



Tab 3. Section 7. Work Plan - Service Performance Indicators

Introduction

Star understands that performance measures outlined below are to be included in the Contract to provide the highest level of service possible. Star acknowledges that CORR will monitor Star in its performance of the Contract to ensure adherence to all performance specifications. Star is accustomed to operating under contracts wherein Star is monitored and measured. Working in conjunction with the contracting party Star strives to take a team approach and historically performs well under such circumstances.

On-Time Performance

On-time is essential to a successful paratransit operation. "On-time" is defined as when a passenger is picked up within the operating window. At the time of the initial trip request, the passenger (or individual requesting the trip) will be informed what the operating window is. The standard shall be to maintain a minimum On-Time Performance rating of 90% or higher. Star is very experienced in monitoring, being monitored and maintaining on-time performance and is prepared to exceed the threshold of 90%.

Missed Service

Missed trips are unacceptable and should not occur. Accordingly, Star must maintain a missed trip percentage of less than 0.05%. A "missed trip" occurs when the vehicle arrives outside of the pickup window and the rider does not take it.

Late/Early Pickup

If the vehicle arrives late or early and the rider elects to take the trip, it is considered a late pickup or early pickup.

CORR No Strand Policy

CORR has a "no strand" policy. In the event that Star takes a passenger to a destination and the passenger is not ready for the schedule pickup time, they cannot be left stranded there. Return service is provided as soon as possible, but without a guaranteed on-time window.

Star Shuttle's Performance Monitoring Plan

Star's Performance Monitoring Plan is set Exhibit 5. Additionally, performance measures and oversight procedures are discussed throughout this Technical Proposal. This plan includes the minimum details regarding how Star will ensure superior service. Audit forms



to be used by Supervisors and the Director of Safety for in the yard quick inspections and in-the-field observation are attached to this Performance Monitoring Plan.

Customer Service Complaints / Plan to Communicate with CORR

Star shall report, investigate, and resolve passenger complaints and comments regarding the service. All complaints shall be documented as passenger or operational/safety complaints and include a description of any action taken regarding the problems.

Introduction

Good passenger service begins with the recruiting and screening process, followed by the training process. However, Star is very aware that passenger service issues will arise and Star Shuttle has policies in place that are designed to help diffuse situations and resolve issues quickly and fairly. Star receives many compliments such as these actual compliments:

"Compliment for driver for coming directly for her -she identified herself, got out of the vehicle, assisted her to the vehicle, very friendly and professional, great sensitivity with her blindness."

"Caller states Operator was exceptionally nice and courteous. She also stated his appearance was immaculate, and very neatly groomed, he was a gentleman."

"Client Mr. J states the Operator was very cordial with him and assisted him to his door. Shortly after arriving at his destination, he states he received a call from Star dispatch informing him that the Operator had found a \$10 bill on the passenger's seat. After confirming with Mr. J that the bill was his, a Supervisor was sent to pick up and return his \$10 bill to Mr. Jr. Mr. J commends the Operator for his honesty and commends the Supervisor for going the extra mile."

"Compliment for p/u driver, for being extra courteous, helpful, pleasant, and safe..."

Identify & Resolve Service Issues Before They Escalate

It is Star's policy and practice that passenger service issues are identified and resolved before they reach the stage of a passenger inquiry or complaint. There are, however, issues that arise such as:

- Lost articles
- Operator behavior
- Operator late
- Operator's driving



Operational/ Safety Complaints

Operational complaints shall be responded to by Star as soon as possible but no later than the next working day following Star's receipt of complaint. The standard shall be to maintain three or less preventable customer complaints per month.

Verifiable Safety Complaint or any Allegation of Employee or Passenger Misconduct

Star shall notify CORR immediately of any verifiable safety complaint or any complaint alleging employee or passenger misconduct such as inappropriate conversation, touching, assault (physical or verbal), and serious safety violations. Star shall cooperate fully with all law-enforcement and social protective service entities in the investigation and resolution of any allegation of misconduct.

Reporting to CORR Regarding Other Incidents or Issues

Star will inform the CORR Transit Coordinator within 24 hours if any Operator has any complaint or incident that may adversely impact their ability to provide service to CORR paratransit passengers. Examples are:

- Safety issue (such as a client falling) or accident occurring with clients onboard.
- If Star Shuttle is running an hour or more behind for scheduled trips (due to weather conditions, traffic, tight scheduling or bus breaking down).
- Issues with a client (such as being disruptive, aggressive, cursing aloud, and is a threat to the Operator or other clients onboard).

Responding to CORR Regarding Customer Complaints

If a complaint or compliment is made directly to CORR, and CORR forwards the complaint or compliment to Star, Star shall within three business days investigate the complaint and respond to CORR with an explanation. To the extent practical, passenger service issues will be identified and resolved before they reach the stage of a passenger inquiry or complaint.

Frequency of Quality Assurance Inspections

At a minimum Star's CORR Transportation Supervisors conduct quarterly quality assurance inspections on each Operator. Additionally, the Director of Risk & Safety conducts her own safety audits. All audits are unannounced and are undertaken to ensure that all Operators are adhering to all safety rules, policies and standards required in the RFP or by Star.



Driver /Vehicle Inspection

The quality assurance inspections include checking to see that the Operator complies with:

- Has valid driver's license
- Is wearing Star ID
- Is in uniform and complies with grooming standards

The quality assurance inspections include checking to see that the vehicle is clean and in operating condition in compliance with established Star and RFP vehicle standards.

Shadowing

The Supervisor or Director of Safety follows the vehicle to observe whether the Operator is driving safely, non-aggressively, not speeding, using turn signals, not following too close, etc. Sample forms for use by Supervisors and the Director of Safety are included in Exhibit 5. Performance Monitoring Plan.

Observation of ADA Pick-up

Next the Supervisor goes to a scheduled wheelchair passenger pickup and observes passenger loading and securement and to see if the Operator is providing the necessary assistance to all passengers.

Correction of Deficiencies and Retraining

Star Shuttle understands that recognition of quality dimensions is only the first step towards improved quality. Once the dimensions are recognized, the causes of poor quality on each dimension must be identified, priorities set and corrections implemented. Quality improvement is an ongoing process.

Monthly Operations Meetings to Establish Steps to Correct Deficiencies

Star's CORR Operations Team meets monthly and prioritizes the dimensions and actions needed to ensure service quality. Any failure to meet or exceed quality objectives is carefully measured and acted upon.

Star has continuously improved quality dimensions historically, and will continue to do so in the future via improvements in training, implementing technological advancements, involving employees with team approaches, and acting on feedback to eliminate the causes of deficient quality.



Role of CORR Customer Service Interface in Correcting Deficiencies

For this Contract, Star's CORR Customer Service Interface will be responsible for investigating and responding to complaints and proactively identifying and responding to other potential passenger service problems and opportunities. This person must possess the following skills and attributes:

1. Good verbal and written communication skills that include spelling, proofreading, grammar and punctuation;
2. Proficiency in utilizing various computer software applications, such as word processing, spreadsheet software, and various programs interfacing with the Star's database;
3. Effective interpersonal skills, both in person and by telephone;
4. The mental and visual ability to read semi-complex material such as reports, reference manuals and instructions;
5. The ability to maintain confidentiality of sensitive material; and
6. Empathy with individuals who are trying to resolve an issue.

The CORR Customer Service Interface must investigate and respond to complaints as soon as possible (usually the same day), and must strive to have all complaints resolved within 5 business days. Star assures that all complaints will be investigated and responded to expeditiously. If necessary, based on recommendations by the CORR Customer Service Interface at the CORR operations monthly meeting or before as is necessary or appropriate, procedures are modified or disciplinary action is taken to ensure that problems do not recur.

Communication to CORR Regarding Corrective Actions

The CORR Customer Service Interface will communicate to the CORR Transit Coordinator, complaints, investigative findings, service deficiencies identified and specific corrective actions undertaken and to be undertaken within 24 hours.



Tab 3. Section 8. Work Plan - Workforce Requirements & Staffing

Staffing Levels

Star shall be responsible for determining all other direct staffing levels and salaries required to deliver the service. Staffing levels by Star shall be adequate to reflect service levels throughout the Contract term. Unless the scope of services is modified by CORR, changes to staffing levels deemed necessary by Star to meet the Contract requirements and provide high quality service shall be implemented at no cost to CORR.

On the Contract start date, Star shall have hired and trained all necessary vehicle Operators, maintenance, supervisory and administrative personnel as identified in its staffing and personnel plan. The Staffing Plan shall be submitted to CORR 30 days prior to starting service. It is important to note that Star has experienced CORR Operators, management and support personnel in place and therefore is fully prepared to start the new Contract on short notice. A discussion of the required staff follows.

Driver Miss-outs and Substitute Driver Program

On regular weekdays Star will maintain Operators in a "reserve" status to assist with driver miss-outs, facilitate on-time pull-outs, on-time performance and the timely delivery of scheduled trips. This is standard operating procedure at Star.

General Manager

The CORR General Manager is the project manager in charge of the overall management of the program. The CORR General Manager shall maintain consistent communications with CORR through its designated Transit Coordinator or appointed contact person. The CORR General Manager is Abbey Walker. Ms. Walker has over a decade of transportation / transit experience, including strategic planning, technology adoption and implementation, marketing, cost analysis and paratransit contract compliance. Ms. Walker received her MBA from the University of Texas at Austin in 2016. Her resume is included in Tab 6. Qualifications.

CORR Project Management / Supervisory Team is proprietary information and /or trade secrets to be exempted from disclosure to a third party.

Austin Based Operations Manager

Pam Meadows, the CORR Operations Manager, oversees on a daily basis all vehicle Operators and Transportation Supervisors assigned to the CORR Paratransit Services project. She is available for emergencies as needed. This person is on-call 24 hours a day / 365 days per year. Pam's resume is included in Tab 6. Qualifications.



Tab 3 – Work Plan

Reservation / Dispatch Supervisor

Star's CORR Dispatchers / Reservationists (herein "CORR Customer Service Agents") are overseen by Hillary Hummel, the CORR Customer Service Interface. Hillary also serves as the designated interface with the CORR Transit Coordinator. Any operational changes that need to be implemented are first approved by the CORR Customer Service Interface, who in-turn briefs the CORR Operations Manager and the CORR Customer Service Agents. The CORR Operations Manager is responsible for briefing all Operators on the operational changes, while the Customer Service Agents dispatch communications with Operators while in the field or during assignment times. The CORR Customer Service and Dispatch Supervisor/CORR Customer Service Interface is Hillary Hummel. Her resume is included in Tab 6. Qualifications.

Dispatch/Reservation Staff

Star operates a call center wherein a designated area and certain personnel are assigned to the CORR contract operations. The CORR reservation and dispatch center personnel ensure the efficient and timely administration of customer service and dispatch. Star shall provide the necessary staff to ensure efficient and timely administration of dispatch including minimizing phone call wait times to as short as possible and in all cases not to exceed 5 minutes. CORR assigned reservationists take reservations and field customer service calls.

CORR dispatchers dispatch CORR vehicles and CORR Operators and communicate constantly with CORR Operators and CORR Transportation Supervisors. Dispatch staff shall define, monitor, and analyze fleet performance. Dispatchers ensure on-time performance and productivity and adjust resource allocations/service schedules to meet changing time and travel patterns. Dispatchers monitor Operators and vehicles via real time GPS large screens and immediately respond to all communications and incidents and accidents reported by Operators in the field.

Transportation Supervisors

Star shall provide Transportation Supervisors to ensure that (i) Operator schedules and clock-in times are adhered to; (ii) all Operators complete their pre-trip and post-trip procedures; and (iii) all routes are timely undertaken and completed. In addition, the A.M./P.M. Supervisors observe Operators to ensure adherence to Safety Rules for Operators and other company policies, and observe and evaluate Operators for their effectiveness in assisting passengers with disabilities. The Supervisors also respond to the scene of incidents or accidents, assist as necessary, and report status to the OM. The Supervisors also ensure that Operators are utilizing communications systems to the greatest extent possible.

Physical Location of CORR Paratransit Personnel

Star Shuttle operates 3 locations in Austin / San Antonio (these facilities are described in detail in Exhibit 6. Facilities Plan).

- 1) Austin offices, bus yard and maintenance facilities on Airport Blvd (Gunter St.) This is the location Austin CORR Operations Manager, CORR Operators, CORR Transportation Supervisors, CORR mechanics and service agents operate out of.
- 2) Star's 4.2 acre corporate campus in San Antonio includes the Academy of Advanced Transportation & Safety, the CORR Call Center and the "Operations Support Offices" or "OSO". The OSO facilities and OSO personnel exist exclusively to support Star's operations such as the CORR Paratransit Services.
- 3) Star operates an additional 4.6 acre bus yard and shop across from the San Antonio International Airport – two blocks from OSO. This location has a large vehicle shop, large vehicle automatic wash, a large vehicle paint booth, on-site refueling, etc. Major repair work such as engines and transmissions are done at this shop.

Staff Conduct

Star's entire management team and staff shall at all times conduct themselves in a professional manner, especially when transporting or communicating with a passenger. Star's policies and procedures require all employees to be polite and courteous in their speech and manner including exercising patience and self-control even when others do not. When confronted with a disruptive or unruly passenger or situation, staff are expected to follow the procedures and training as outlined in the Star's ADA sensitivity training, and any other instruction provided by Star or relayed by CORR.

Removal from Service

Upon the request of CORR, Star shall promptly remove from the contract any employee who CORR considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by CORR.

Star's CORR Paratransit Project Staffing Plan

Star Shuttle has established an experienced team to oversee the CORR Paratransit Services under the Contract. The names and relevant experience of assigned CORR project management and supervisory Team are set forth in Tab 6 Qualifications below. They manage contract compliance with a deep understanding of the CORR service requirements and goals. The personnel listed below are described in two charts: the first chart is operations personnel



Tab 3 – Work Plan

assigned to the CORR contract and the second chart is personnel that support the CORR contract. All are transportation professionals with years of relevant paratransit experience.

Employee Recruiting, Hiring and Retention Program

Star Shuttle is responsible for the hiring, discipline, training, supervision and retention of Operators, dispatchers, mechanics, service agents, call center and administrative personnel. Star screens applicants through interviewing, driving experience, driving record, and background checks. The CORR Recruiter looks at each applicant's driving record through the Department of Public Safety and felony criminal background through fingerprinting, and she also checks on references. Star rejects applicants with a criminal history and/or if he/she has more than two moving violations in the past three years. All applicants are road tested. As a general rule Star only hires experienced Operators. The CORR Recruiter also evaluates Operators in-house before they are tested for certification. Star requires drug testing for all employees in safety related positions per U.S. DOT & FTA rules.

Director of Recruiting & Training

Star Shuttle employs an experienced Director of Recruiting & Training as part of its Operations Support Offices and Academy of Advanced Transportation & Safety. This person continuously recruits Operators, mechanics, and other personnel as needed, and oversees and schedules Star's trainer and training programs. Many positions such as Transportation Supervisors are promoted within.

Recruiting & Screening of Operators

Maintaining a Fully Staffed Well-Trained Certified Operator Corps

Star utilizes only its employees for vehicle Operators; independent contractors are never permitted. Star Shuttle understands the passenger transportation employment market, and has devised innovative strategies to keep its Operator corps fully staffed. Star's advertising, recruiting, screening and training efforts are continuous and never cease. Star's applicant tracking system, which streamlines the hiring process while improving internal communications. Star understands the importance of minimizing turnover of Operators in order to promote consistency and a safe environment for the passengers served. Star Shuttle has a history of longevity when it comes to driver employment.

Director of Recruiting & Training

Star's advertising, recruiting, screening and training efforts are continuous and never cease. Betsy Kennedy, Star Shuttle Director of Recruiting and Training is in charge of recruiting and will be utilizing Star's applicant tracking system that streamlines the hiring process while improving internal communications.



Advertising for Positions

Star Shuttle advertises and promotes extensively, both internally and externally for driving and other positions that become available. Star recruits Operators on Indeed, Zip Recruiter, Craigslist, radio ads, and through employee referrals. Star Shuttle also advertises for career opportunities on our website at www.starshuttle.com. All advertisements include an affirmative statement that Star Shuttle is an equal opportunity employer that shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

Operator Screening Practices

Star’s screening process is designed to provide the best possible Operators by eliminating unqualified individuals and persons that do not have the sensitivity to provide this unique type of service. Screening begins with the application and interview process, continues through the training process (not all potential vehicle Operators pass our training program) and throughout a new employee’s probationary period.

Hiring Requirements - Age of Operators

All Operators must be at least twenty-five (25) years of age. All personnel must have a high school diploma or GED. After successful completion of all training and when the new hire begins to drive clients, the trainee is re-classified as an Operator.

Applicant Tracking System / References / Prior Employment

Star has an online applicant tracking system to improve accuracy, thoroughness and efficiency in the application process. The system also tracks information and produces reports for Star’s EEO and Affirmative Action Plan.

Each applicant must fill out Star’s application for employment completely, accurately and honestly. Interviewers are trained to ask applicants about missing data and cross reference data and questions from the application. Interviewers check work history, phone numbers, references and contact information, and to have applicant clarify, in writing, any missing data.

Special attention is given to any employment time gaps, many jobs in a short time span, or if the applicant complains about past employers. Previous work injuries are also investigated. Star Shuttle also obtains prior employer information (name, address, Supervisor’s name, and contact number), and non-relative references (name, address/phone, years known, and relationship to applicant).

If after the interview, the applicant is still being considered for employment, Star conducts background checks, starting with calling prior employers. By explaining Star Shuttle’s

Star’s Applicant Tracking System / References / Prior Employment is proprietary information and /or trade secrets to be exempted from disclosure to a third party.



Tab 3 – Work Plan

contracts and our clientele, most companies are willing to provide more information expeditiously. The interviewer may call several work references and other references to try and get a true composite of the applicant. If a reference is not positive about the applicant, other references are called prior to a hiring decision. If references are acceptable, a criminal background check and motor vehicle report (MVR) are obtained.

Background Checks – Prior Employment & References

After an interview with the applicant, if they are still being considered for employment, Star conducts background checks starting with calling prior employers. The interviewer may call several work references and other references to try and get a true composite of the applicant. If a reference is not positive about the applicant, other references are called prior to a hiring decision. If references are acceptable, a criminal background check and motor vehicle report (MVR) are obtained.

Criminal Background Checks

Star Shuttle conducts national background check from a reputable source that consists of three cross references to perform a background check: SS#, credit check and criminal records check. In addition, Star checks criminal records through the Texas DPS Criminal website that includes national criminal conviction records and sex offender records.

- Star shall conduct a local, county, State-wide and federal background checks on all safety sensitive personnel prior to employment. The background check shall include an examination of criminal history from any county and state in which the applicant resided within the past seven years.
- All Operators and Transportation Supervisors shall be screened prior to and during employment to ensure that they do not have a felony conviction.
- All Operators who are expected to operate or maintain a vehicle in CORR service, including Transportation Supervisors and mechanics, must have continuous possession of a valid Driver's License in the U.S. for the past 5 years and current possession of a valid Texas Class C Driver's License or approved equal.
- All Operators shall have no felony criminal convictions; or prior "Driving While Intoxicated" or "Driving under the Influence" (DWI/DUI) convictions within the preceding three (3) years; no more than two traffic citations for moving violations in the preceding three years.
- Applicants terminated from CORR, or from a previous employer due to drug and/or alcohol usage shall not be eligible for hire.

**Motor Vehicle Record (MVR)**

Should an applicant successfully complete the interview phase and criminal background check, they are offered conditional employment. At this point his or her Motor Vehicle Record (MVR) is obtained. All Operators and Transportation Supervisors must have a MVR not more than 90 days old from the Texas Department of Public Safety prior to employment and quarterly thereafter. The MVR check shall include a record of the applicant's driving history from any state in which the applicant resided for a minimum of 3 years and current possession of a valid Texas Class C Driver's License or approved equal. If an accident, ticket, suspension or other irregularity appears, Payroll forwards a copy of the MVR to the Operations Manager for appropriate action. The information will be kept in each employee's personnel file.

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New Hire Packet – Consent to Disclose Information to CORR

Each new employee is provided, and must sign as having received, the Star Shuttle “new hire packet.” This packet includes the Star Personnel Practices & Policies – Employee Handbook that sets forth all company policies and benefits; a Consent to Disclose Information Form (which allows Star Shuttle to provide copies of employee records to City of Round Rock - ADA Paratransit Services as needed); and other forms relating to Star’s medical plan, dental plan, and other benefits. Star’s Employee Manual and Benefits are also available to all employees electronically through an employee portal on Star’s website. Star’s Personnel Practices & Policies – Employee Handbook is included in Exhibit 2.

Employee Benefits

All full-time employees are entitled to an attractive benefits package, which is detailed in the Star Employee Handbook. Star Shuttle generally meets or exceeds industry standards in regards to employee benefits.

Tobacco Free Company

Effective January 1, 2012, Star became a tobacco free company. Star prohibits tobacco use in vehicles, on-the-job and at the worksite or on-premises (including during breaks) in order to protect the health of smokers and non-smokers alike. Tobacco cessation counseling referrals are offered to all employees.

Career Path - Equal Employment Opportunity/Affirmative Action Plan

One of the distinct advantages of Star Shuttle’s diversification is that opportunities exist for advancement into other operations as more challenging positions become available. Star Shuttle practices fair and equal treatment of all employees. In this regard, Star Shuttle has a formal equal opportunity plan which has been submitted to the US DOT/FTA. Ms. Betsy Kennedy, Director of Recruiting and Training is Star’s EEO Officer. Betsy maintains, through specific recruiting and on-boarding programs, all EEO statistics for EEO / Affirmative Action plans and reports. Betsy meets with Star’s VP and provides updates on hiring and recruiting statistics, EEO / Affirmative Action goals and equal employment opportunity goals and issues.

Human Resources Group

All company personnel policies and benefit programs are coordinated through Star’s Human Resources Group. The Human Resources Group is headed by Christina Casas, an HR professional. Employees with a complaint or problem often contact Christina directly, thus facilitating open communication and problem-solving rather than poor communication and



problem avoidance. Employees also have direct access to senior management which has an open-door policy, Christina reports directly to the President / CEO.

Vehicle Operator Staffing and Standards – Reserve Operators

Star shall have sufficient reserve Operators to compensate for Operators not showing up for work, vehicle breakdowns, accidents, etc.

Physical Exam and DOT Drug Screen

If the applicant's MVR is in order, the applicant is sent to a carefully selected medical clinic for a physical and an FTA drug screen. All Operators must be in good physical condition and pass a physical examination before providing CORR service. The results of the physical must show that the individual is able to operate a motor vehicle under the conditions of employment. Passage of the pre-employment drug/alcohol test is also required. DOT physicals will be conducted every two years on Operators as detailed by 49CFR 391.41.

Operator Training

Training & Testing of Star's Staff

Star has invested heavily in the areas of recruiting, screening and training. In addition to training and testing at Star's Academy of Advanced Transportation and Safety, additional training and behind the wheel training is provided in Austin and Round Rock.

Paratransit Training Course – PAT, Securement & Sensitivity

Star has developed, and will review with CORR upon request outlines of its paratransit Operator training program. Training includes drug & alcohol training; first aid/CPR, passenger assistance training (PAT); proper loading, unloading, and securement of wheelchairs, scooters and other mobility devices; ADA sensitivity training; understanding different types of disabilities, CORR contract requirements; defensive driving; sexual harassment, behind the wheel (BTW) training and many other areas of competency. A detailed discussion of Star's training programs is set forth below.

Refresher Training Provided by Star

Star Shuttle shall provide annual refresher training to their Operators and Transportation Supervisors. Additionally, safety training and customer service are required agenda items at all Operator meetings.

Attendance / Updates

All Operators must sign an attendance and completion form indicating that he/she has received training in each required area. Star will incorporate in the training program any



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changes reasonably requested by CORR.

Documentation

All training is documented at Star Shuttle including sign-in attendance sheets that are verified by hand-print clock-in & clock-out records; and individual training files and trainer's records. Managers are notified of any training requirement deficiencies thirty days prior to the employee's anniversary date.

Trainer evaluations are administered through our HR Department. Evaluations are designed to measure the effectiveness of the trainer and of the training materials. Summaries of the evaluations are distributed to the Director of Training and senior managers. Star Shuttle has a file retention and purging policy. All training files are kept, at a minimum for the duration of the contract requirements pertaining to the particular files. Files are kept in a controlled setting, locked with only electronic key access. File storage is also under video surveillance and is independently overseen by the Safety Director.

Staff Conduct/Removal from CORR Service

Star requires that all employees that work on the CORR paratransit service conduct themselves in a professional manner at all times. Operators, Transportation Supervisors, Reservationists and Dispatchers must be polite and courteous in their speech and manner when transporting or communicating with a CORR passenger. All CORR service employees receive ADA sensitivity training and are trained to exercise patience and self-control even when others do not. When confronted with a disruptive or unruly passenger or situation Operators are trained to diffuse the situation and if necessary to call dispatch to request assistance from a Transportation Supervisor.

Upon the request of CORR, Star shall promptly remove from the contract any employee who CORR considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by CORR.

Star's Paratransit Operator Training Manual & Workbook

Star's confidential Paratransit Operator Training Manual & Workbook is included as Exhibit 10.

Tab 3. Section 9. Work Plan - Vehicle Operators

CORR Vehicle Operators

Star recognizes that the success of its transportation program, service delivery, and overall customer experience is built upon the strength of its Vehicle Operators. In this regard Star shall provide qualified, highly-skilled, and well-trained Vehicle Operators with a primary focus on safety and excellent customer service. Vehicle Operators shall secure all mobility aides and passengers to prevent injuries and damage. Vehicle Operator training shall be the responsibility of Star. Vehicle Operators shall complete pre trip and post trip inspections and shall note any vehicle defects. If a Vehicle Operator finds an unsafe mechanical condition, the vehicle should not be operated on any route.

Minimum Qualifications of CORR Vehicle Operators

Star shall ensure that all drivers meet the following minimum requirements before operating a vehicle under the CORR Paratransit Service contract:

- Star Shuttle Operators must be more than 25 years of age and have a Class C or above Texas Operator's license.
- All Operators will have all of the required licenses including a State of Texas Driver's License appropriate for the class of vehicle to be operated, and permits to transport passengers within the State of Texas and the localities within the Round Rock service area.
- Must have maintained a valid driver's license for five years.
- No more than two traffic citations for moving violations in the preceding three years.
- No DWI/DUI convictions in the preceding three years.
- No felony convictions.
- Any personnel who may operate a revenue vehicle shall pass a biennial Federal Department of Transportation (DOT) physical examination and a comprehensive drug screen as detailed by 49 CFR 391.41.

Furthermore, all of said licenses and permits shall be current and each Operator will have a safe driving record and meet or exceed insurance carrier requirements. Driver qualification files are maintained on all Operators. Each prospective Operator must undergo multiple interviews to determine experience and attitude and undergo pre-employment screening including drug testing.



Other General Requirements for CORR Vehicle Operators

Star's Operators must complete CORR Paratransit training (both classroom and on-the-road) and be subject to random drug and alcohol testing. Operators are trained in map reading skills and proper GPS system procedures including communication etiquette. Operators must be able to complete paper manifests legibly and accurately. All Operators must be familiar with and follow company policies and the Safety Rules for Drivers. All Operators must wear the company uniform, and be clean-cut and well groomed, and be thoroughly professional. Operators must report in at their scheduled time. Operators must be willing and able to work with and assist persons with disabilities.

Motor Vehicle Records (MVR's)

Additionally, Star updates Operators' MVR every three (3) months and Criminal Background records annually to ensure that the Operator is still eligible to drive for Star. A detailed discussion of the hiring process, qualifications and training are contained in Tab 3, Section 10 of the Work Plan - Vehicle Operators & Frontline Staff Training.

Prohibited Conduct

Star shall immediately remove any Vehicle Operator from service if found to commit unsafe or inappropriate acts while providing service under the CORR Contract. Star shall notify CORR if a Vehicle Operator will be removed from service for this reason, and submit a written report providing details, customer name, date/time, etc. of the incident within 24 hours to CORR.

Cause for Removal from Service

Star understands that CORR may require Star to immediately remove any Vehicle Operator from contracted service (pending investigation) for prohibited conduct, including but not limited to, the following:

- Committing unsafe, inappropriate, or criminal acts while providing service,
- Cell phone use while operating a vehicle, including texting and use of wireless headphones or devices,
- Revocation, suspension, or non-renewal of a valid Texas Driver's License,
- Arrests for any reason,
- Notification of an active warrant from any law enforcement or judicial agency,
- Failure to meet Vehicle Operator employment requirements in Section 9.A. of the RFP.

Vehicle Operator Dress Code and Personal Appearance Standards

Star shall provide uniforms to be worn by all drivers when operating a vehicle in service. It is Star's responsibility to see that driver's uniforms remain in good repair and do not appear



old or worn out. Vehicle Operators shall present a neat and clean appearance and wear only Star's authorized uniform.

Operators Responsibilities

Teaching vehicle Operators their operational responsibilities is the responsibility of Star and a primary focus of Star's CORR Paratransit training program. In addition to reporting to work consistently and in a timely manner, Operators must meet many professional standards regarding safety, sensitivity, appearance, attitude and best practices in the area of ADA paratransit service delivery. Some of the Operators' responsibilities that will be taught and enforced by Star are discussed below.

Photo ID's

Operators and Transportation Supervisors must wear a photo identification name badge, showing their name and photograph, and the name Star Shuttle. All Operators must display a Star Shuttle name tag/plate with their name prominently displayed and in clear view so that they can be easily identified by passengers.

Sunglasses

Sunglasses or dark lenses may be worn only during daylight hours.

Personal Electronic Devices (PEDs)

Except for a mounted GPS unit, Operators and supervisory personnel will be strictly prohibited from using any mobile electronic devices (including but not limited to pagers, cellular phones, radios, MP3 players, Bluetooth headsets, earpieces, CD/DVD players, electronic tablets and digital recorders) while driving a Star Shuttle / CORR vehicle during the delivery or administration of CORR Paratransit Service. Use of a PED while driving is grounds for job termination. Operators may use a cellular phone for short message if the van is parked at a pick-up, drop-off or designated layover point and no passengers are on board, or in an emergency situation if parked in a safe location and if so directed by Star Dispatch or a Supervisor.

Other Professional Conduct Requirements

Operators will also follow rules and requirements applicable to CORR Operators with respect to personal hygiene and appearance, the use of tobacco products, professional conduct and related issues and behaviors.

Secure Mobility Aids

Operators shall secure all mobility aides and passengers to prevent injuries and damage.



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Pre-trip & Post-trip inspections

All Operators shall complete pre trip and post trip inspections and shall note any vehicle defects. If a Vehicle Operator finds an unsafe mechanical condition, the vehicle is put out of service and is not be operated on any route. Details of the inspection and repair process is set forth in the Maintenance Plan set forth in Exhibit 3.

Driver Pre-Trip Inspections / Checking Equipment in Vehicles

Before departing base to perform a route Operator shall perform a pre-trip inspection to ascertain if the vehicle has any defects, which would take the vehicle out of service. All safety and emergency equipment in each vehicle shall be maintained to meet applicable local, state and federal standards. Star shall also ensure that all Operator complaints or concerns regarding revenue vehicles are completed in a timely manner.

The Pre-Trip inspection shall include a thorough review of and ensure the functionality, sufficiency, and roadworthiness of the following items:

- Directional signals and flashers
- Headlights
- Brake lights and tail lights
- Windshield wipers/washers
- Interior lights
- Horn
- Wheel and parking brakes
- Door operation, including emergency exits and alarms
- Fire extinguisher, first aid kit, reflector kit and spill/Bio-hazard kit
- Lift or Ramp function
- Sufficient tie-down equipment
- Heater/Defroster/AC
- Tires
- Radio communications
- Body damage including dents, scrapes, broken lenses or windows
- Interior conditions including seats.

Reviewing the Manifest

Before beginning their route, Star's Operators must review the CORR Paratransit Manifests. Star's Operators must look up addresses they are not familiar either with a map book or GPS and plan how to perform the route. Before arriving to pick-up a passenger, the Operator shall examine the manifest to note if the customer requires additional assistance, or has any other condition that may require special assistance. The manifest will indicate customers who require additional assistance.

Pick-up Times and Passenger Readiness

Operators must be thoroughly familiar with the CORR pick-up window. Passengers are given an approximate pick-up time by the Star CORR Customer Service Agent. Passengers are instructed to allow a 30-minute window of time for arrival. The 30-minute window means the passenger needs to be ready to board the vehicle 15 minutes before and 15 minutes after the scheduled time.

Upon vehicle arrival, within the 30-minute window, passengers have five (5) minutes to board the vehicle. Star Dispatch may contact the passenger if the vehicle is going to be earlier or later than the 30-minute window, as there may be times when outside factors affect the vehicle's arrival time, such as traffic and road conditions. Star's Operators cannot require that a customer board the vehicle before the pick-up window time.

Seat Belts and Passenger Assistance / Authorized Passengers Only

Operators will provide assistance to each customer as required to ensure customer safety. Once on board, the Operator will help with customer seating, including fastening of the seat belt, if necessary. If a customer removes their seatbelt during the trip and the Operator becomes aware that the seatbelt has been removed, the Operator will pull over at a safe location and ask the passenger to put their seatbelt back on before proceeding. If the customer then fails or refuses to secure their seatbelt, the Operator will call Star Dispatch for further instructions, including the possible dispatch of a Transportation Supervisor.

The Operator will assist the customer as needed in collecting the cash fare or ticket. Each Operator will assist each customer in the manner and to the extent required, in accordance with Star's and CORR's ADA policies. Passengers must not be left unattended in the vehicle except when the Operator is providing Door-to-Door service. CORR customers are not to ride with individuals who are not on the manifest as companions or personal care assistants (PCA's).

Packages

Passengers are expected to only bring what they can safely carry on their own or with the assistance from a personal care attendant or companion, in one trip. Packages cannot block the aisle or pose a safety hazard.

Customer Assistance for Individuals Manual Wheelchairs

It is the Operator's responsibility to guide a manual wheelchair onto the lift or ramp of the vehicle and to guide them off to the wheelchair slot in the vehicle or onto the curb when unloading. The Operator will ensure that all wheelchairs, scooters and other similar mobility devices are properly secured in the vehicle.



Lift and Securement Use Policy

In accordance with ADA regulations, Star shall provide service to all CORR Paratransit Passengers using mobility devices that fit within the capacity of the lift or ramp being operated. Operators must advise passengers that vehicle Operators are not permitted to operate a mobility device onto the lift or ramp. The passenger is responsible for getting onto the lift with minimal vehicle Operator assistance for these devices. Use of the securement system is required as a condition of service. All wheelchairs and mobility devices must be safely secured before transport.

When transporting passengers using mobility devices, Star can suggest but not require passengers transfer to a seat. The passenger has the final decision as to whether a transfer is appropriate given the passengers' particular disability. As the regulations require, a passenger who cannot enter the vehicle using the stairs, but who does not use a wheelchair, will be allowed to enter the vehicle using the lift or ramp.

Mobility Devices, and Other Necessary Equipment

Star shall not prohibit any mobility device, unless it exceeds the ADA capacity of the vehicle or its equipment (lifts/ramps). Star shall not prohibit a passenger from boarding who has a respirator, portable oxygen and/or other life support equipment, as long as the items do not violate the law or rules relating to the transportation of hazardous materials. If under the circumstances an Operator determines that safety is being jeopardized, the Operator will contact Dispatch before leaving the pick-up location.

All equipment must be small enough to fit in the vehicle safely without obstructing the aisle or blocking emergency exits. Any and all claims that assistive devices, such as walkers, canes or crutches, have been damaged by Star's negligence shall be settled solely by Star.

Infant Car Seats

The customer is to provide the infant car seat, if needed, and is responsible for securing the car seat in the vehicle. The customer or his/her companion or PCA is also responsible for securing the child in the car seat.

Traveling Companions of ADA Eligible Persons

Personal care attendants (PCAs) are eligible to accompany the ADA eligible person at no charge. Passengers are required to reserve a space, at the time of reservation, for a PCA. Disclosure of the need of a PCA is a requirement of the CORR Paratransit application process. If the use of a personal care attendant is not disclosed, then any individual accompanying the ADA eligible person shall be regarded as a companion. Companions, who



are not acting in the capacity of a PCA, with the same origin and destination, are allowed to travel with the ADA eligible person on a space available basis. Companions are required to pay the applicable paratransit fare.

Recording Information on Manifest

Star will require each Operator to complete a Daily Manifest for every route. On the manifest the Operator will enter the name of Operator, van number, actual arrival time of pick-up and drop-off, actual time of every departure for every pick-up and drop-off, method of payment by passenger, number of PCA's and companions. The Operator must also note the total number of cancellations, late cancellations, late pick-ups, late drop-offs and missed trips. All times must be noted in military time. Operators must enter the precise times on the manifest. Each manifest must be completed and signed by the Operator.

Service Animals

All passengers are allowed to travel with service animals trained to assist them. There will be no additional fare or surcharge for the use of a service animal. The service animal will not be considered a PCA or companion. Star shall not refuse the boarding of service animals on Star's vehicles, nor require a customer to sit apart from his/her service animal.

Vehicle Breakdowns

If a vehicle breaks down while transporting a customer, the Operator will contact Dispatch immediately. Star shall immediately send another vehicle to transport customers to their destinations.

Items Left in the Vehicle

Items left in a vehicle by customers must be properly tagged and submitted to the CORR Operations Manager. Star shall first try and locate the owner of the item and if that cannot be established, Star will notify the CORR of the found item.

Distribution of Literature

Star will not distribute literature of any kind to CORR customers unless directed by CORR.



Tab 3. Section 10. Work Plan - Vehicle Operators & Frontline Staff Training

Staffing Plan - Maintaining a Fully Staffed Well-Trained Operator Corps

Maintaining a fully staffed and well-trained Operator corps is the key to CORR paratransit service success. Star utilizes only its employees for vehicle Operators; independent contractors are never permitted. Star Shuttle understands the Round Rock / Austin employment market, and has devised innovative strategies to keep its Operator corps fully staffed. Star utilizes a weekly driver bonus program to ensure and reward daily and on-time attendance.

Training Plan

Star shall provide its Paratransit Training Plan to CORR prior to starting service. The training plan for vehicle Operators includes, but not limited to training for: Defensive Driving, First Aid/CPR, Behind the Wheel (BTW), Wheelchair securement, PAT, ADA sensitivity, and drug & alcohol. Star provides transportation for Austin area trainees to training classes at the Academy in San Antonio. Star's confidential Paratransit Operator Training Manual & Workbook is included as Exhibit 10.

Active Drivers List / Additional Training

Star shall keep a list of active drivers including date of hire and most recent driving training for CORR audit, upon request. Star also requires sign in sheets or training login records for all training sessions. Star shall provide any requested additional training if the training requirements are determined to be insufficient by CORR. Star also provides, as part of its Training Plan, refresher training and additional training at regularly scheduled drivers' meetings.



CORR Training Program Introduction

Training is the cornerstone of Star Shuttle’s continuous safety as well as Star’s continuous quality improvement and reliability program. Star’s Paratransit Training Program has



evolved over 28 years to its current form. In 1998 Star added its first full-time trainer named Dr. Ann Sturdivant. Ann had a strong academic background, including Masters and Doctorate degrees, and practical experience, including work experience as a coach, defensive driving instructor, certified school teacher for all grade levels, college professor and trainer for TXDOT. Dr. Sturdivant helped set Star on a path towards development of its Academy of Advanced Transportation and Safety.

CORR Paratransit Trainers

Star Shuttle has two (2) experienced CORR Trainers who are responsible for the overall training requirements for all Operators and CORR Transportation Supervisors employed by Star to perform the CORR Contract. The Trainers are full-time employees. Richard Santos is dedicated only to providing training while Loretta Gonzalez serves as CORR Customer Service Agent and is a back-up to Richard Santos and additionally provides securement training from time to time. The Director of Recruiting & Training together with the Director of Risk & Safety and the Trainers constantly update and improve Star’s classroom training program and training materials.

Star’s CORR Trainers are knowledgeable in paratransit service delivery requirements set forth in CORR Contract and relevant portions of the ADA, Equal Employment Opportunity Laws and Regulations and FTA Policies. They teach defensive driving, daily operating procedures (manifests, fare collection, 10-codes, map book reading and route plotting), safety policies, PAT, securement, sensitivity training and ADA and CORR Contract requirements.

The training information, Pre-training Ride-Alongs and Operator Training is proprietary information and /or trade secrets to be exempted from disclosure to a third party.

Pre-Training “Ride-alongs”

Prior to entering classroom training Star has a policy of having prospective Operators ride along with a veteran driver to directly experience what the job entails. Star CORR Dispatch is notified in advance that a prospective Operator will be riding prior to adding this additional passenger. This procedure sometimes results in a prospective Operator deciding the job is not for him or her. Star has determined it is better to have a prospective Operator reach this conclusion at an early stage in the training process.



Paratransit Vehicle Operator Training

If the prospective Operator passes the physical and other exams, then the Operator is scheduled for Star Shuttle's Operator training program. The program consists of classroom training including, but not limited to the topics or course modules listed below.

Successful completion of the entire course is mandatory before an Operator is allowed

to drive for the company. For Star's passenger assistance training and sensitivity training, Star has contracted with outside disability experts as discussed below. Some of the topics covered are:

- History of Star and customer service philosophy
- CORR Contract requirements
- Star policies and Procedures
- Operator Paperwork
- ADA and Sensitivity training
- Lift /Ramp Training – ADA requirements and proper use of lifts, ramps and securement devices on lift and in-vehicle (when applicable)
- Workplace and customer sexual harassment
- Accident and incident procedures
- Customer Service Training
- Customer Service Due Diligence Training
- Map reading / electronic maps
- Passenger Assistance Training (PAT)
- Defensive driving
- Proper and improper customer conversation and relations
- Drug and alcohol education
- Cell phone and hand held device ban
- Communication rules, etiquette and operating procedures
- In-vehicle training, observation and driving
- Operator Security Training

New Driver Training Class Syllabus and Materials to be used

All Operators and Transportation Supervisors will complete a CORR Operator training program to include the following:

Map Reading

Use of street guides and passing a map reading proficiency test. This includes in the classroom of learning how to read a map and on the road plotting out and driving routes. Although digital maps and routing are available, Star believes that Operators must have a big picture understanding of the physical layout and boundaries of the CORR Paratransit

service area and context and understanding of the 4 points on the compass as well as the direction of major thoroughfares, and the location of frequent pickup/drop off points.

Paperwork and / or Use of Mobile Data Terminals

Proper completion of manifests, Driver Vehicle Inspection Reports, Safety Related Defects and other forms or use of electronic input devices such as mobile data terminals. This includes how to read a manifest, incident/accident reports, how to write objectively and completing other essential policy forms.

Policy and Procedures

Training of Operators and Transportation Supervisors regarding CORR contract requirements, including fare collection, and Star's internal policies and procedures.

Passenger Assistance Training (PAT) / Securement

Star's PAT program was developed to mirror a large transit agency's PAT program. Some of the training materials for the course come from Project Action, National Easter Seal Society. Training in loading and unloading of passengers utilizing mobility devices and the proper securement and storage of same is of utmost importance.

Sensitivity Training

Star Shuttle's sensitivity training consists of sensitivity and responsiveness to persons with disabilities. Star has included members of the disability community in the development of this training and may engage the local disability community in its training at Star's expense.

Each CORR Operator, Transportation Supervisor and Operations Manager must successfully complete Star's Sensitivity Training Program. This classroom program is a part of Star's initial Operator training program. The program teaches Star Shuttle personnel the historical development of the ADA, who is protected, what is covered and its application in public transit. The program also teaches Star personnel that people with disabilities want to be treated and be able to work and shop like anyone else, and that different types of disabilities require different types of help.

Sensitivity Training is proprietary information and /or trade secrets to be exempted from disclosure to a third party.

Communication Training

Star's Operator training course includes proper use of communications devices. The course includes communication equipment use, rules, procedures and etiquette. Star Shuttle



Tab 3 – Work Plan

communication procedures must be followed at all times by all Operators, Transportation Supervisors and dispatchers.

Refresher Training

Refresher training will be conducted annually with all Operators and Transportation Supervisors. Also, any Operator or Transportation Supervisor that is rehired after a leave of absence of more than 60 days will attend refresher training. Any Operator who receives two (2) substantiated service complaints within a rolling six-month period is required to attend a refresher Passenger Assistance Training, Sensitivity Training and/or Defensive Driving course, whichever is applicable.

Defensive Driving Training

Star Shuttle trainers are trained and focus on 5 Keys to Safe Driving:

- Aim High in Steering - Look 15 seconds into your future. (Don't just look at the vehicle in front of you)
- Get the Big Picture Look for Hazards. (Other Motorists, Pedestrians, Vehicle doors opening)
- Keep Your Eyes Moving - Don't stare. (Use your peripheral vision / stop the fixed habit stare)
- Leave Yourself an Out - Monitor the space cushion around you and your car.
- Make sure They See You - Use your signals- (Directional signals, 4-Way Flashers, Head Lights, Brake Lights, Horn, Hand Signals) Make Eye Contact.

All existing Operators and Transportation Supervisors must successfully complete a refresher Operator class provided by Star's CORR trainers in conjunction with the commencement of the new Contract.

Customer Service

Course concerning the basics of good customer service and PAT.

Sexual Harassment

Course concerning sexual harassment of passengers in the field and sexual harassment in the work place.

On Road Training

Star shall provide each Operator on-the-road observation and training with an experienced/qualified Operator trainer (Operator trainers must have excellent records).

Additional Training Requirements for Managers and Transportation Supervisors

Star provides the following additional training for Managers and Transportation Supervisors:

Reasonable Suspicion Class

Star's reasonable suspicion training meets and exceeds the FTA regulation requiring 60 minutes of training on the signs and symptoms of alcohol misuse, and 60 minutes of training on the signs and symptoms of prohibited drug use. The recommended additional 30 minutes to conduct the overview and wrap-up sessions is also included. This training covers information found from the following sources: FTA's policy on Controlled Substances, Supervisor's Reasonable Suspicion testing procedures, and a DOT Reasonable Suspicion training video. Throughout the training, Managers and Transportation Supervisors learn the characteristics and traits of drugs and alcohol, how to identify people who may be using drugs/alcohol, and the general testing requirements. Students participate in two (2) case studies, two (2) scenarios and receive a handout that describes the effects of prohibited drugs.

Bloodborne Pathogens

This training follows the National Safety Council's Bloodborne Pathogens procedures, including the handling and cleaning of body fluids, syringes and needles. Annual refresher training is required.

Weekly and Monthly Operations Meetings

A weekly "stand-up" operations meeting is held in the middle of each week. Once a month a comprehensive monthly operations meeting is held. These meetings are both educational and practical. In attendance are the CORR General Manager, CORR Operations Manager, CORR Transportation Supervisors, CORR Customer Service Interface and CORR Customer Service Agents, and Director of Risk and Safety. Agenda items include upcoming workloads and events; number of new hires and terminations; incidents, accidents, compliments and complaints; policy and procedures; safety and maintenance and new ideas.

Transportation Supervisors' Meetings

Transportation Supervisors in turn meet with their assigned vehicle Operators. Regular communication between Transportation Supervisors and their assigned drivers increases Operator knowledge and confidence, reduces incidents and accidents and keeps morale high. Star's management listens closely to drivers' needs, complaints and ideas in order to identify potential problems before they escalate. Star's Operators have been the source of many



Tab 3 – Work Plan

outstanding new ideas that have been implemented into practice. Finally, open dialogue on a scheduled basis builds trust and increases longevity in the driver corps.

Tab 3. Section 11. Work Plan - Accident or Severe Incident Procedures / Safety Plan

Accident or Severe Incident Procedure

In the case of an accident or severe incident, the Operator will then immediately report the accident/incident to a Star CORR Customer Service Agent / Dispatcher. Star Shuttle will immediately notify the designated representative of CORR. The Operator's and the Dispatcher's first concern is to make sure no one is injured and to find out what passengers are on board. Dispatch will notify Police and EMS if there appears to be an injury involving the need for immediate medical treatment.

Accident and incident procedures are clearly explained in Star's training materials and all Operators and operating personnel are trained in proper procedures for notifying CORR Dispatch and CORR in the event of an emergency.

In all cases involving extensive property damage over \$2,500, passenger injuries or as requested by CORR, the CORR Operations Manager or a Transportation Supervisor will immediately be dispatched to the scene of the accident. The Director of Risk and Safety will be contacted and a licensed adjuster will be dispatched to the scene, if practicable. All passengers are requested to remain at the scene if possible until a proper police authority releases them, at which time the passengers will be transported to their destinations by a Transportation Supervisor.

The CORR Dispatcher will automatically reroute the remaining portion of the route or send another vehicle and Operator to complete the run. If the accident involves an injury, the insurance carrier is immediately notified of the accident and provided completed accident reports and other relevant information. Finally, post-accident drug and alcohol testing are conducted pursuant to Federal guidelines which are incorporated in Star's Drug & Alcohol Prevention Policy. Star's Drug & Alcohol Prevention Policy - Circumstances Requiring Drug or Alcohol Testing and Post Accident Testing is included in Exhibit 1.

As soon as possible or within 48 hours, Star Shuttle will provide to CORR a report that includes the number of passengers and Operator staff onboard at the time of the accident, listing the names, as well as an injury and completed accident report.

Star Shuttle's Director of Risk and Safety will also review any accident procedures/instructions provided by CORR prior to commencement of service.



Emergency Plan for Severe Weather Conditions and other Events

Following notification by CORR or any emergency response agency, Star will notify the CORR General Manager, assess the situation and establish a command post in the Star Call Center. The emergency plan will be according to recommendations made by law enforcement, TX DOT and other emergency response agencies. An emergency plan will be activated with the focus on providing safety, preventing injury and protecting property until order can be restored. In severe weather conditions and other events Star Shuttle's management team will go the distance to communicate directly with CORR's management team and safely transport all customers to locations instructed as the conditions permit. Constant communication with the CORR Paratransit Coordinator staff will continue until all of the goals of safe transportation have been met. Severe weather or the threat of severe weather generally results in large numbers of cancellations and corresponding reduced service levels.

Security Plan

Savannah Fernandez, Star's Director of Risk and Safety oversees Star's Security Plan. In addition to CORR, Star provides services to the US Department of Defense and US and State of Texas elected officials, their families and staff, including the White House and Governor's office. Star Shuttle has invested heavily in security. In connection with the US Department of Homeland Security, Star has secured its Austin facilities. Details are confidential.

Emergency Preparedness and Crisis Management Plan

Star has developed an Emergency Preparedness and Crisis Management Plan in conjunction with the US Department of Homeland Security. The Plan consists of physical site layouts, evacuation plans, staging areas, contacts and crisis management plans. This confidential plan has been filed with the Department of Homeland Security.

Star's FTA System Safety Program

Job safety and compliance are included in Star Shuttle's System Safety Program. The plan has been developed to follow Safety Management System (SMS) Guidelines in compliance with 49 CFR Part 673. Star's SMS covers safety management, safety risk management, safety assurance and safety promotion to ensure job safety compliance. Safety compliance is maintained by inspection procedures carried out in house by Star's Director of Risk & Safety and third party consultants and insurers. The plan addresses the safety of Operators, passengers, third parties, maintenance personnel, shop personnel and office personnel. The Star System Safety Plan is included in Exhibit 4. Examples of Star's additional job safety compliance measures include lifting, stacking, fire safety, fork lift

<p>Emergency Preparedness & Crisis Mgmt. Plan is proprietary information and /or trade secrets to be exempted from disclosure to a third party.</p>



training, scaffold training, refueling training and shop safety training are discussed in detail in the Safety Plan and also in Exhibit 3. Vehicle Maintenance Plan.

Safety Plan - Passenger Safety Program

Passenger, third party and employee safety is the highest priority at Star Shuttle. In order to set identifiable procedures and standards, Star Shuttle has adopted a comprehensive safety program to monitor Operator performance. Star's safety program shall include methods for promoting safe driving practices, such as safety incentives and awards, meetings and posters. Star has established a safety review board to evaluate and determine safety awards earned, progressive discipline for violators, and preventable versus non-preventable accidents in accordance with the National Safety Counsel's standards and definitions. Safety meetings are held monthly.

Additionally, all of Star's vehicles have GPS and video cameras and GPS / video records are retained according to pre-determined retention schedule. Star Shuttle is involved in many safety organizations and activities. Key personnel participate in the following safety workshops annually: UMA Safety Management Seminar (2 day workshop/conference); IMG Safety Forum (3 day workshop/conference); Annual FTA Drug & Alcohol Seminar; TRAX Risk Control Workshops (2 day Risk and Safety workshop).

Safety Plan - System Safety Program following Safety Management System (SMS) Guidelines

Passenger, third party and employee safety is the highest priority at Star Shuttle. In order to set identifiable procedures and standards, and with an emphasis on the Operator, Star Shuttle has adopted a comprehensive system safety program to monitor Operator performance. In connection therewith, Star has updated its System Safety Program to ensure that management is accurately identifying problem Operators and recognizing good Operators.

Star shall participate fully with CORR in the development of a Public Transportation Safety Program. Star has in place a Safety Plan which is submitted with this Technical Proposal as Exhibit 4. Safety Plans and other Emergency Protocols – Safety Management System (SMS). Emergency protocols are set forth in this Technical Proposal including Tab 3. Section 11. Work Plan – Accident or Severe Incident Procedures. Additionally, the Table of Contents of Star's Safety Program is included here for ease of reference. It is Star Shuttle's intent that its system safety program shall be compliant with 49 CFR Part 673 – Public Transportation Agency Safety Plan, its major contract partners, and includes methods for promoting safe driving practices, including safety incentives and awards, meetings, posters.



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Star's Drug & Alcohol Program Overview

Star has in place a comprehensive anti-drug use and alcohol misuse program that meets or exceeds all Federal requirements. **The written Program is included in Exhibit 1.** For the past 28 years, Star has always been compliant with all aspects of the FTA's Drug and Alcohol Testing Program including the timeliness and accuracy of all required reports. Over this period of time, on numerous occasions the FTA has reviewed and approved Star's Program. Additionally, Star has done very well in terms of knowledge, understanding and compliance in FTA audits of its Drug and Alcohol Testing Program. Ms. Savannah Fernandez, Director of Risk & Safety, is the Drug and Alcohol Program Manager (DAPM), backed up by Ms. Cindy Duncan, Designated Employer Representatives (DER). Savannah Fernandez and Cindy Duncan have attended numerous Annual Drug and Alcohol Program National Conferences, including the 13th & 14th Annual Drug and Alcohol Program National Conferences in 2018 and 2019. See also: Resumes in Tab 6.

Star's Drug and Alcohol Testing program includes required training as well as pre-employment testing, reasonable suspicion testing, post-accident testing (when there is a human fatality, any individuals involved in the accident require immediate medical care away from the scene, or a vehicle is towed due to disabling damage), random testing and follow-up testing. Star's Drug and Alcohol Program Manager has recently attended a Transportation Safety Institute hosted Substance Abuse Management and Program Compliance course.

Star uses an A.D.H.H.S. approved laboratory for all required drug testing. Star acknowledges that CORR shall have the right to audit Star's records and drug testing program. Star understands that it is responsible for all testing and costs for all drug and alcohol testing requirements and that it shall not pass these costs to the employee.

Cost of Program

Star Shuttle is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under the CORR Contract. Such costs shall be included as part of the Contract pricing.

Substance Abuse Prevention Program

Federal Drug and Alcohol Testing applies to operational service contracts involving safety-sensitive functions - 49 CFR Part 655 and 49 CFR Part 40. Star has established and implemented a drug and alcohol testing program that complies with 49 CFR Parts 655 and 49 CRF part 40. Star shall produce any documentation necessary to establish its compliance with 49 CFR Parts 655 and 40, and permit any authorized representative of the United States



Tab 3 – Work Plan

Department of Transportation or its operating administrations, the state oversight agency of Texas, or CORR, to inspect the facilities and records associated with the compliance of the drug and alcohol testing program as required under 49 CFR Parts 655 and 49 CFR part 40 and review the testing process.

Zero Tolerance Policy

Star's CORR Drug and Alcohol policy shall include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test shall not be used to perform work under the CORR Contract.

Information to be submitted to Round Rock prior to Contract Award

Star shall submit to the Round Rock Transit Coordinator; the following and obtain Round Rock's approval prior to Contract award:

- A copy of Star's Policy Statement and Drug and Alcohol Plan developed to implement its drug and alcohol testing program.
- Name, address, and telephone number of the Medical Review Officer.
- Name, address, telephone number, and contact person at the drug testing facility.
- Name, address, and telephone number of Substance Abuse Professional (SAP).
- A roster of all employees with pre-employment drug testing results must be provided prior to Contract commencement.

Other Drug & Alcohol Program Requirements

Star shall conduct random drug and alcohol tests at the annual testing rates required by the Federal Transit Administration. Any employee who refuses to submit to a drug or alcohol test, has a verified positive drug test result, or has a confirmed alcohol test result of 0.04 or greater, shall immediately be removed from any safety sensitive function. All covered employees who tested positive or refused a test, must test negative for drugs, alcohol or both and be evaluated and released by the SAP in accordance with 49 CFR Part 40, Subpart 0 before returning to work.

Substance Abuse Prevention Program

Star shall ensure that each employee subject to the Substance Abuse Prevention Program receives a copy of Substance Abuse Prevention Program and confirms acceptance. Required training will be conducted before performing a safety-sensitive function. Also, required training will be provided for all employees who supervise or direct safety-sensitive employees. A negative drug and alcohol screen result from the MRO must be received before any employee performs a safety-sensitive function.

On a monthly basis Star shall provide CORR an updated Employee Roster (including terminated employees) with the following:



Employee Name
 Employee SS Number
 Employer's Employee Number
 Date MRO confirmed negative pre-employment drug and alcohol screen
 Date of required training
 Date employee began performing safety-sensitive function
 Employment termination date

Other Drug & Alcohol Reporting Requirements

Star shall:

- Report all positive drug or alcohol results to CORR Transit Coordinator within twenty-four (24) hours.
- Report all accidents subject to post-accident testing to CORR Transit Coordinator within twenty-four (24) hours of occurrence.
- Provide CORR all other reporting documentation as required.
- Provide CORR a copy of all drug and alcohol results within 5 calendar days of Star receiving the results.

Approval of Procedures

Before CORR issues a notice to proceed to Star, Star shall submit statements of its operating procedures, policies and practices to CORR Transit Coordinator for approval. At any time during the Contract period, and upon reasonable written request from CORR, Star will amend such procedures, policies and practices in accordance with CORR's written request. Such procedures, policies and practices will be deemed to include all Operator and other Star Shuttle employee training, orientation, and employee codes and disciplinary codes and procedures, and other performance related procedures and policies.

Star agrees to consult with CORR at the initiation of the Contract and in the event of a service agent change related to the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

Drug and Alcohol Education

Star's Drug Education and Alcohol Program familiarizes Star personnel with the different types of prescription, non-prescription and illegal drugs that can adversely affect employee performance; FTA regulations; drug and alcohol testing (e.g., pre-employment, random and post-accident) and rehabilitation programs. Drug Education classes are taught by Trainers to all new employees in safety sensitive positions as defined by the United States Department of Transportation (DOT).



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Annual Certification and Submittal of MIS Reports

Star agrees to certify annually its compliance with Part 655 before March 1st of every calendar year and to submit the Management Information System (MIS) reports before March 10th of every calendar year to CORR. Additionally, to certify compliance, Star shall sign a Substance Abuse Certification by October 1st of each year to certify compliance with FTA requirements governing substance abuse.

Tab 3. Section 13. Work Plan - Service Administration & Reporting

Required Reporting

Star is very experienced at, and understands the importance of, providing CORR with accurate reports and invoices on a timely basis. Star Shuttle has been submitting many types of reports to CORR accurately and on a timely basis for many years. Star understands the requirement that said reports are accurate and reliable. Star is prepared to continue its practice of accuracy and timeliness under the new Contract.

Star understands that it shall be responsible for accurate and timely collection, update, analysis, and completion of service data information. Required minimum reports shall be identified by CORR and may be altered throughout the term of the Contract to help maintain the efficiency and quality of the services provided by Star. Discussion of particular required reports follows.

Monthly Reports

Star Shuttle shall submit monthly operational reports due no later than the tenth (10th) calendar day of the following month. The reports will include at a minimum the following information:

- Actual count of all passengers
- Passengers per revenue hour, service hour, revenue mile and service mile
- Total ridership
- Total service days
- Total vehicle service miles
- Total vehicle service hours
- Fares collected
- Schedule adherence
 - No shows
 - Cancelations
 - On time performance
 - Late trips



- Wheelchair boarding
- Average trip length
- Fuel usage by gallons and cost

Monthly Invoice

Star shall invoice CORR monthly by the close of the tenth (10th) calendar day of the month for the prior month's invoice and all supporting documentation to the City's designated representative or designee. Supporting documentation shall include, at a minimum, service hours for each run and a breakdown of missed service. Star will submit the reports electronically and in a format specified by CORR.

Monthly Vehicle Maintenance Reports

Star shall provide monthly vehicle maintenance reports on the spare vehicles owned by the CORR or any other vehicles requested by CORR. Star will produce said reports monthly in a format and containing information requested by CORR. Star will submit the reports electronically and in a format specified by CORR.

Audit and Retention of Records

Reports and their source documentation (computer files, manifests, etc.) shall be retained by Star throughout the term of the Contract and for a period of five years after the end date of the Contract. Star agrees to maintain all reports, records, documentation and related records in such a way that the same shall provide accurate, current, separate, and complete information on all aspects of the activities authorized and/or performed under the Contract. Star shall retain, for the period of five (5) years after the Contract terminates, all books, records, documents, reports, and written accounting policies and procedures pertaining to the Contract. In the event of litigation or settlement of claims arising from the performance hereunder, Star agrees to maintain all records until all litigation or claims have been disposed of including any and all appeals.

National Transit Database Reporting Requirements

The Federal Transit Administration (FTA) requires CORR to submit reports to the National Transit Database. Star will be responsible for the preparation of the segment of the annual and monthly report that pertains to the paratransit service that Star provides. Star shall collect data, keep records, and provide reports enough to enable CORR to meet its Federal Transportation Administration NTD reporting requirements. Star is responsible for obtaining all pertinent FTA NTD regulations and procedures (FTA Circular C2710.1A) to ensure that all required information is collected and reported in a timely and accurate fashion.



Tab 3 – Work Plan

The required data differs depending on the number of vehicles Star uses to provide this service. The reporting requirements may change at any time. Star is required to complete all reports requested by CORR.

Star has assigned Hillary Hummel, Star's CORR Customer Service Interface to be familiar with all requirements and forms to be submitted to the National Transit Database. Star will be responsible to provide all of the required data to CORR in a timely manner for the National Transit Database. Star understands that it must complete several reports for the National Transit Database. These reports may include but are not limited to the Stations and Maintenance form, Revenue Vehicle Inventory forms, Vehicles Operated in Maximum Service form and the monthly Transit Safety and Security form. Other reports may be assigned for Star to complete. Star must provide all the information to complete the National Transit Database report. Information is to be collected between October-September every year or whatever time period CORR designates.

Accident/Incident Reporting

Star's Operators will verbally notify Star's Dispatch immediately for all incidents/accidents that occur as listed below:

- Collisions between a revenue vehicle and another vehicle, object, or person
- Passenger accidents, including falls while entering, occupying, or exiting the vehicle or when passenger slides out of a wheelchair or seat
- Disturbances, ejection, fainting, sickness, assaults, or deaths
- Vandalism to Star vehicle while in CORR transportation service
- Passenger complaints of injury or property damage or other circumstances that could possibly result in the filing of a claim against Star or CORR
- Any passenger, Operator, Supervisor or service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, Star will notify the CORR Transit Coordinator immediately
- Missing passenger
- Any other incidents with passengers, vehicles, etc.

Star's CORR Customer Service Interface will fax or email to the CORR Transit Coordinator an accident/incident report within one (1) business day for the above listed incidents/accidents that occur while Star is providing CORR transportation services as specified herein.

Removal of Operator from CORR Service Report

Star shall file a report to CORR within 24 hours of removal of an Operator that engaged in prohibited conduct as defined in 9. Work Plan – Vehicle Operators.



Tab 3. Section 14. Work Plan - Revenue Vehicles

Number of Revenue Vehicles and Spares

Star shall provide an adequate number of paratransit revenue vehicles, including backup vehicles, for a 20% spare ratio (+/- two percent). CORR has two 2014 Arboc vehicles that will be used as backup by Star, if needed. These vehicles will be parked on City property and will be maintained and insured by CORR. Should the Star require regular use of CORR vehicles, Star understands that additional requirements will be requested, such as insurance and vehicle maintenance as outlined in Section 15 of the RFP scope of work.

Safety Equipment and Requirements for All Vehicles

All of Star's vehicles will be assigned a unique number. The GPS unit will be assigned the same number as the vehicle. The GPS allows the CORR Customer Service Agents / Dispatchers to know the precise location of the vehicle. The GPS software records trip and other operating data.

Star Shuttle and its OSO Fleet Group are experts in purchasing and maintaining late model vehicles. Star believes that Star's plan as set forth below meets or exceeds the requirements of the RFP in all respects. All vehicles are appropriately equipped, nicely appointed and will meet or exceed all Contract specifications.

Star shall conduct checks on every vehicle, including spare vehicles, at a frequency to ensure all vehicles meet the requirements of CORR. All vehicles used to provide transportation services under the Contract must:

- Be equipped with the following safety equipment:
 - a fully stocked, non-expired first aid kit,
 - properly maintained rechargeable ten-pound dry chemical fire extinguisher, and
 - three folding reflectors with storage container.
- Be maintained in a clean condition throughout, both interior and exterior, at all times.
- Be current on all scheduled inspection and maintenance routines.
- Be equipped with an operational air conditioning/heating system. Star will not operate a vehicle with an inoperative air conditioning or heating unit.
- Be free from body damage.
- Be free of insects and other vermin at all times.
- Meet all safety and mechanical standards established by applicable codes of the City of Round Rock, State of Texas, and Federal regulations, if any.
- Have no out of service conditions.



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Decals & Numbering

Star shall place logo and/or lettering on the exterior of every vehicle and designated spares after obtaining written approval from CORR of logo and/or lettering. The following logo and/or lettering is required:

- Unique Bus Number on front and rear of each vehicle,
- CORR logo, as will be specified on the front, rear, and sides of each vehicle,
- Service shall place “Operated by Star Shuttle” on each vehicle and spare.

Risk of Loss / Cost of Repairs

Star shall bear all risks of damage or loss of the vehicles, or any portions of the vehicles, not covered by insurance. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of Star and shall be permanent accessions/additions to the vehicles. Star, at its expense, shall keep the vehicles in good working order, condition, and repair, with allowable wear and tear accepted.

Fleet Plan – Designation of Vehicles (Make & Model)

Star has thoroughly reviewed the requirements of the RFP and is designating the vehicles listed in Exhibit 8. Vehicles & Vehicle Brochures. Star certifies that said revenue vehicles are compliant with the RFP. Star has chosen what it believes is a superior vehicle and will discuss its decision with CORR before ordering vehicles. The sooner Star is able to order vehicles the sooner they will be up-fitted and delivered. Star proposes to utilize its current CORR fleet of vehicles until the new revenue vehicles are delivered and in-fleeted.

All of Star’s ADA accessible vehicles will at a minimum have:

- Front and rear air conditioning.
- Rear and side windows tinted to the legal maximum.
- Lap and shoulder belts for all seats; Seat belt extension for ambulatory passengers for each vehicle and one lap belt extension for each wheelchair accessible van placed in service.
- There shall not be any obstructions on the floor that would impede the safe passage of the Operator and passengers.
- ADA-compliant mobility device securement system for all locations designated for individuals travelling in wheelchairs or scooters.
- Securement devices must be ADA compliant and appropriate for use in the performance of the Contract, and meet the vehicle specifications as published in the Federal Register of September 6, 1991, 49 CFR Part 38, Subpart B, 56 FR 173, pp. 45757-45760).



- ADA ramp or lift with a usable width of thirty-three (33) inches and length of fifty-one (51) inches must meet the following specifications:
 - The ramp or lift into the vehicle must be accessible to wheelchairs and scooters or similar mobility devices.
 - The ramp or lift, securement devices and slots in the vehicle must be able to safely accommodate wheelchairs, scooters and other mobility devices that are a maximum of thirty (30) inches in width, forty-eight (48) inches in length and a combined weight (customer and his or her device) of six hundred (600) pounds minimum.
- Non-skid flooring.
- Fifty-six (56) inches door clearance requirement.

Tab 3. Section 15. Work Plan – Vehicle Maintenance

Star shall be responsible for all maintenance and repair of all vehicles (revenue and non-revenue), to insure they are kept in a safe, reliable, and in clean condition. 100% of vehicles at pull-out shall have operable wheelchair lifts/ramp. Maintenance shall be performed to original equipment manufacturer (OEM) standards. Vehicle maintenance shall be performed in a timely manner and at the sole cost and expense of Star.

Elements of the Maintenance Program

Star has included a Vehicle Maintenance Plan with this RFP that describes in detail how Star shall meet their Maintenance Program. This plan includes detailed descriptions of mileage between preventive maintenance service, etc. The Vehicle Maintenance Program includes routine requirements for:

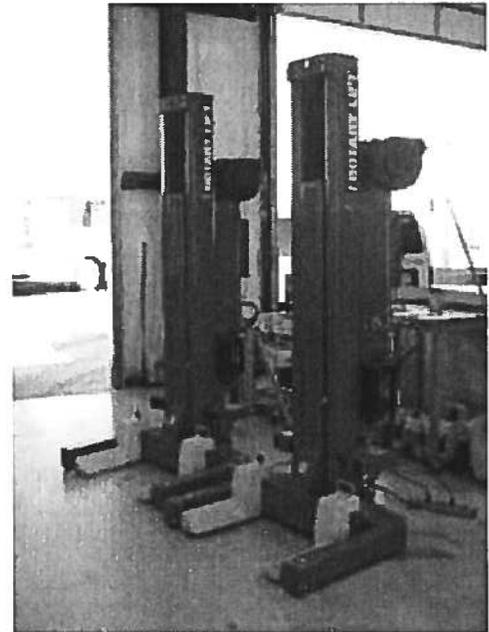


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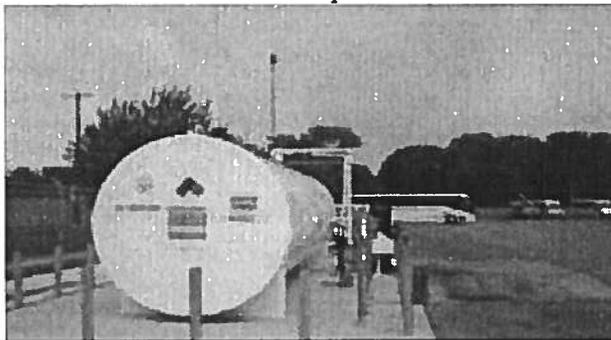
- Preventive Maintenance Inspections
- Preventive (Repetitive) Maintenance
- Body Inspections
- Safety Equipment and/or Fire suppression system
- Texas state vehicle inspection and registration renewal
- Daily Wheelchair ramp / lift inspection
- HVAC inspection

Site Visit

Star welcomes and encourages site visits. Star has a greater investment in plant, equipment and support facilities than any of its competitors. This investment is essential for efficient fleet and administrative operations, security, proper vehicle maintenance and recruiting and retaining the best possible mechanics and personnel.



Star Shuttle’s secured shop facilities include an automatic bus washes, thirteen bays that will



10,000 gallon diesel fuel facility in Austin, TX

accommodate with lift systems that will lift a 26,000 pound bus, two state of the art 10,000 gallon diesel fuel facilities, one state of the art 10,000 gallon unleaded fuel facility, fleet offices, security cameras, lighting, fencing, automatic gates, and licensed large vehicle paint booth. Operators will have access to our Academy of Advanced Transportation and Safety for training and continuing education.

Facilities Plan / Austin Location – Exhibit 6

The Austin facilities are more than sufficient to accommodate the number of staff, management functions, and vehicle storage and maintenance required under the Contract. All activities occurring at the facilities, including vehicle maintenance and fuel storage, comply with all federal, state, and local safety requirements and laws including but not limited to fire codes, building codes, OSHA and state of Texas requirements, and environmental regulations. Star has included a detailed Facilities Plan in Exhibit 6.

Vehicle registration and License Plate renewals

Vehicle registration and license plate renewals are the sole responsibility and at the sole cost of Star. This includes timely completion of state inspection, the application for the registration and license plates.

Vehicle Servicing and Cleanliness

Vehicle servicing and cleanliness are addressed in Star's Vehicle Maintenance Plan set forth in Exhibit 3. Star shall ensure that all vehicles are serviced daily. The vehicles shall be fueled, fluid levels checked, tires inspected, and the interior cleaned. The exteriors shall be washed a minimum of once per week, after precipitation, or other events which cause the vehicle(s) to look dirty, depending upon water conservation efforts. Vehicle interiors shall be cleaned daily. This includes removing trash, sweeping, and mopping the floor, and cleaning the windows, windshield, stanchions, grab handles, steering wheel, dashboard, door handles and the forward bulkhead.

Vehicle Operator Pre-Trip and Post-Trip Inspections

Pre-Trip and Post-Trip Inspections are described in Star's Vehicle Maintenance Plan and also under Operator's Responsibilities in Section 9. Work Plan – Vehicle Operators. Star has a process in place as described that prescribes how the vehicle Operators will perform and document their Pre-Trip and Post-Trip Inspections and how the issues discovered shall be addressed.

Vehicle Records

Star's vehicle record procedures are discussed in Star's Vehicle Maintenance Plan in Exhibit 3. Maintenance records shall be kept by vehicle number and shall contain adequate detail including the reason for the work order. Work orders will capture a description of work performed, including any work performed by a third party, such as body repair, engine rebuilds, etc. Star shall maintain records for all work performed and make them available to CORR when requested.

Maintenance Personnel Training

Star has tremendous experience in operating maintenance shops for light and heavy passenger vehicles. Star has the facilities, equipment, personnel, experience, knowledge and resources to run a first class maintenance program. Training is discussed in detail in Star Vehicle Maintenance Plan in Exhibit 3. Training and certification of maintenance personnel for all vehicles shall be the responsibility of Star.



Tab 3 – Work Plan

Maintenance Oversight

CORR shall have immediate and unrestricted access to Star's supplied CORR vehicles and equipment, all current or archived maintenance records for such, and shall have access to all areas of the facility during planned or unannounced visits. CORR may conduct regular audits of maintenance files, inspections of vehicles, equipment, facilities, and any activities performed by Star.

Removal from Service

CORR shall have, at its sole discretion, the authority to remove from service, any vehicle that poses a safety, reliability, or appearance issue. Such action does not relieve Star from its obligation to provide service under the terms of the Contract. For any item that is found that causes the vehicle to be taken out of service, the vehicle is to remain out of service until the repairs are completed. Star shall notify CORR when repairs are completed, and CORR may require a re-inspection of the vehicle prior to allowing the vehicle back into service.

Vehicle Maintenance Plan Included in Exhibit 3

Star's Vehicle Maintenance Plan is included in Exhibit 3 which is submitted with this Technical Proposal. The Vehicle Maintenance Plan describes in great detail how Star currently meets and shall continue under the new contract to meet our Maintenance Program. The Table of Contents of the Vehicle Maintenance Plan is included here and the entire Plan is included in Exhibit 3.



Exhibit 3.
Vehicle Maintenance Plan

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TAB 4 - Staffing and Project Organization

Introduction - Project Leadership & Organization

The CORR Paratransit Project is organized under a team approach by function and physical location. Vehicles, vehicle operations, routine maintenance, vehicle cleaning and refueling, Operators and behind the wheel training are all under the auspices of the CORR Operations Manager in Austin, TX.

CORR reservations, dispatch, customer service, and required reporting are under the auspices of the CORR Customer Service Interface located in the Star Call Center / Operations Support Offices (OSO) in San Antonio, TX. Additionally, senior project management, insurance, risk & safety, HR, recruiting and training are under the auspices of the General Manager in the Operations Support Offices (OSO) in San Antonio.

Depending on the nature of the need or subject matter, the CORR Operations Manager and the CORR Customer Service Interface work directly with each other and with the CORR General Manager or the OSO expert such as the Director of Recruiting & Training, Director of Risk & Safety, HR, etc.

Customer Service Interface

The CORR Customer Service Interface (Hillary Hummel) is the person who interfaces on behalf of Star with the CORR Transit Coordinator and CORR personnel. Additionally, for any issue that cannot be resolved by Hillary, Hillary or the CORR Transit Coordinator or designee can directly contact the General Manager Abbey Walker. Both Hillary and Abbey will attend critical meetings, city council meetings, public forums, etc.

Reporting Responsibilities

Operators

The Operators report to the CORR Transportation Supervisors and CORR Operations Manager.

Transportation Supervisors

The CORR Transportation Supervisors report to the CORR Operations Manager.

Operations Manager

The CORR Operations Manager reports to the CORR General Manager, VP and CEO.



Tab 4 – Staffing and Project Organization

Customer Service Agents

The CORR Customer Service Agents report to the CORR Customer Service Manager / Interface.

Customer Service Interface

The CORR Customer Service Interface reports to the General Manager.

General Manager and VP

The General Manager and VP report to the CEO.

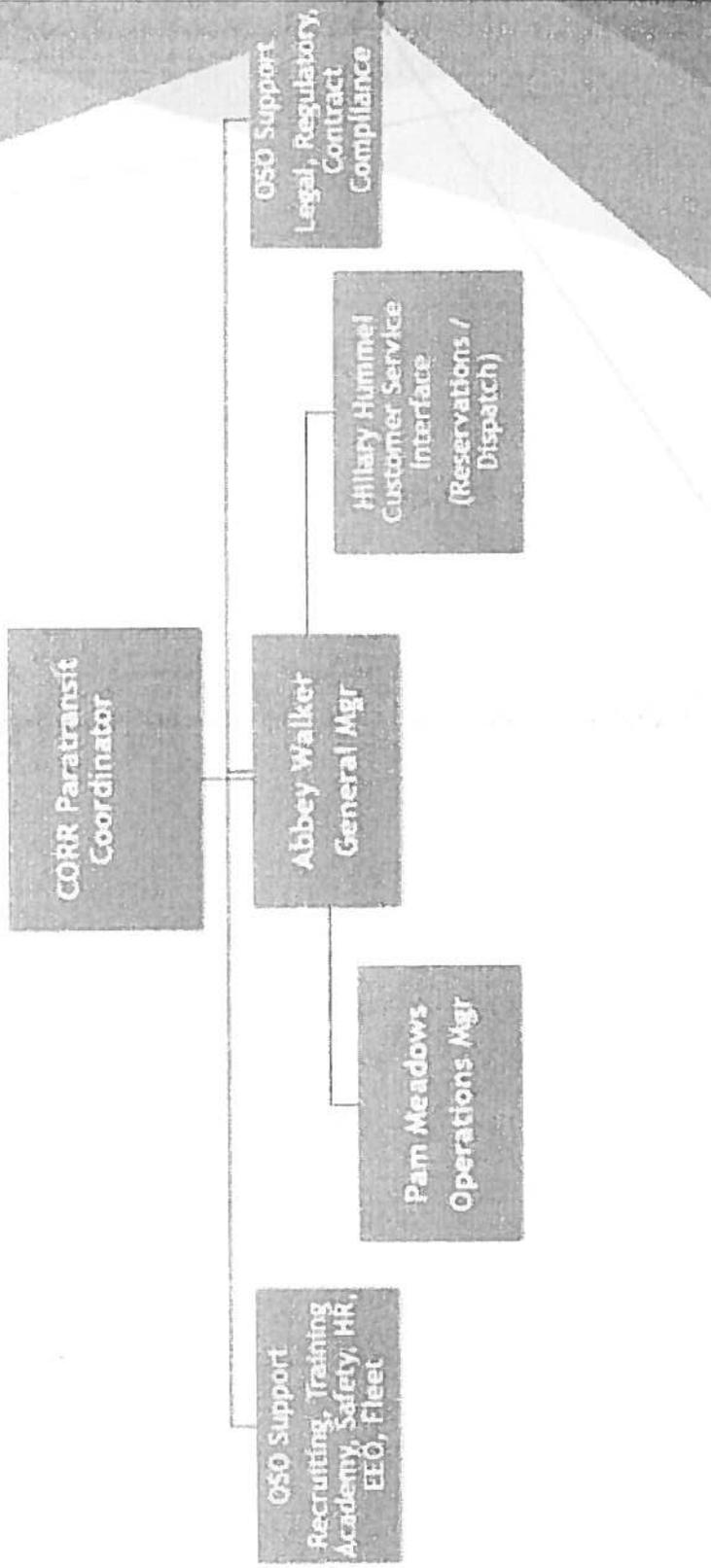
CORR Paratransit Project Team Members

For ease of reference the CORR Paratransit Project Team Members are listed in a chart entitled "CORR Paratransit Project Team Chart" under Tab 6. Qualifications. The Project Team is differentiated into CORR Operations Team and CORR Support Team. The individuals in both sections contribute significantly to the CORR Project and the percentage of time spent on the CORR Project is listed in the chart. Additionally, their names, titles and years of relevant experience are listed in the Chart. Their resumes are included in Tab 6. Qualifications.



Tab 4 – Staffing and Project Organization

Star CORR Project Team



City of Round Rock - Americans with Disabilities Act (ADA) Paratransit Services Solicitation Number 20-007

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Tab 4 – Staffing and Project Organization

CORR Operations Team & Contact Information

The following individuals make up the CORR Operations Team. These individuals are currently working on CORR operations under the current contract and will also be assigned to the proposed new contract. Their Primary Work Assignments are set forth below.

Operations and Supervisory Personnel – Primary Work Assignments are proprietary information and /or trade secrets to be exempted from disclosure to a third

Abbey Walker – CORR General Manager
Office 512-479-8100, ext. 156; cell 210-559-6832

Pam Meadows – CORR Operations Manager
Office 512-928-8896 ext. 404; cell 512-809-6132

Hillary Hummel – CORR Customer Service Interface
Office 512-479-8100, ext. 244; cell 210-908-1910

Loretta Gonzalez – CORR Customer Service Agent
Office 512-479-8100, ext. 243

Ruth Rivera – CORR Customer Service Agent
Office 512-479-8100, ext. 241

Dantoine Churchman – A.M. Transportation Supervisor

Mychal Harris – P.M. Transportation Supervisor

Ken Donaldson – CORR Austin Shop Foreman

Rhonda McCartney – CORR Administrative Clerk

CORR Operations Team / Primary Work Assignments

CORR General Manager – Abbey Walker

Abbey Walker, the CORR General Manager splits here time between Star’s Austin facility and Star’s company offices in San Antonio. She ensures contract compliance and the overall effectiveness and success of the CORR Paratransit Project. She must be thoroughly knowledgeable in the technical and legal requirements of the CORR Contract, the Federal



and ADA requirements referenced in the RFP, and Star's policies and procedures. She oversees insurance requirements, accurate and timely invoicing, accounting and payroll. She also is available as a high level resource and contact for CORR personnel. She is available for any contract issues or emergencies as needed.

CORR Paratransit Operations Manager – Pam Meadows

The CORR Operations Manager is located at Star's Austin facility and must be fully knowledgeable in CORR Paratransit Services policies and procedures and must apply the procedures in a consistent manner. The CORR Operations Manager oversees on a daily basis all vehicle Operators and Transportation Supervisors assigned to the CORR Paratransit Services project. She is available for emergencies as needed. This person must extend appropriate courtesy and sensitivity to all CORR paratransit clients and personnel. This person is on-call 24 hours a day / 365 days per year. This Manager must be experienced in ADA passenger transportation and must complete Star's required continuing education courses. Pam's resume is included under Tab 6. Qualifications.

CORR Customer Service Interface – Hillary Hummel

The success of the operational day is based on a qualified, trained and experienced reservations and dispatch staff, knowledgeable in the CORR service area and service requirements. In this regard, Star's CORR Dispatchers / Reservationists (herein "CORR Customer Service Agents") are overseen by Hillary Hummel, the CORR Customer Service Interface. Hillary also serves as the designated interface with the CORR Transit Coordinator. The CORR Customer Service Interface works in Star's San Antonio Call Center and is responsible for interviewing, hiring, training, scheduling and supervising CORR Customer Service Agents. Additional training is provided by Richard Santos, ADA Trainer.

Any operational changes that need to be implemented are first approved by the CORR Customer Service Interface, who in-turn briefs the CORR Operations Manager and the CORR Customer Service Agents. The CORR Operations Manager is responsible for briefing all Operators on the operational changes, while the Customer Service Agents dispatch communications with Operators while in the field or during assignment times.

The CORR Customer Service Interface will immediately notify the CORR Transit Coordinator, CORR Operations Manager and the Director of Risk and Safety of any Incidents/Accidents that occur and keep all three parties informed about any critical decisions that have to be made about CORR passengers. The CORR Customer Service Interface consults with the CORR Transit Coordinator, CORR Operations Manager and the Director of Risk and Safety and to ensure proper procedures are being followed and that proper authorities, if any, have been notified.

The CORR Customer Service Interface is Hillary Hummel, she has been with Star Shuttle for 5 years and her resume is included Tab 6. Qualifications.



Tab 4 – Staffing and Project Organization

CORR Customer Service Agents – Loretta Gonzalez and Ruth Rivera

CORR Reservationists and Dispatchers process all CORR calls which are automatically routed to them. The CORR Customer Service Agents utilize Star’s Simpli reservation and dispatch system and are cross-trained in customer service such as reservations, inquiries, cancelations, “where’s my ride” and add-ons and dispatch. They are the primary contact and constantly communicate with the Operators in the field. They are the first and immediate point of contact for vehicle Operators in need of assistance in case of an accident, incident or emergency.

Loretta and Ruth are located in the CORR Call Center in San Antonio and are physically located adjacent to Hillary Hummel the CORR Customer Service Interface. The CORR Call Center is a designated area within the Star Shuttle Call Center. One or more large screens are dedicated to CORR operations and at all times display in “real-time”, the location, speed and direction of all CORR vehicles.

CORR Customer Service Agents take all reservations, cancelation and customer service calls in the CORR Call Center during the hours required by the RFP. Voicemail messages can be left after hours and those messages are reviewed prior to the beginning of the operational day so last minute changes to schedules such as cancellations or add-ons can be accommodated when possible and in accordance with the rules established by CORR. CORR Customer Service Agents are responsible for notifying the Operators of add-on trips or last minute schedule changes.

CORR Customer Service Agents work closely with the CORR Customer Service Interface. They must have full knowledge of CORR contract policies and procedures, Star’s internal policies and procedures, and must apply the procedures in a consistent manner. As part of their training CORR Customer Service Agents must ride onboard with an experienced Operator to learn the CORR Service Area, common pickup and drop-off points and operating procedures, client sensitivity, passenger assistance, securement and every day service delivery challenges.

Experienced CORR Customer Service Agents ensure efficient routes and on-time performance. CORR Customer Service Agents must have a demonstrated knowledge of:



Exhibit "B"

Tab 4 – Staffing and Project Organization

- Operational responsibilities with respect to delivery of service
- Proper Securement procedures
- Different types of disabilities and disability codes
- Map reading
- Passenger assistance procedures
- Radio use procedures, codes and etiquette
- Accident and incident response and reporting procedures
- Time scheduling for pickups and ultimate destination
- Daily reports and trip documentation

Loretta Gonzalez' and Ruth Rivera's resumes are included in Tab 6. Qualifications.

CORR A.M. and P.M. Transportation Supervisors – Dantoine Churchman and Mychal Harris

The CORR A.M. and P.M. Supervisors are located in Austin / Round Rock and report to the CORR Operations Manager. The Supervisors ensure that (i) Operator schedules and clock-in times are adhered to; (ii) all Operators complete their pre-trip and post-trip procedures; and (iii) all routes are timely undertaken and completed. In addition, the A.M./P.M. Supervisors observe Operators to ensure adherence to Safety Rules for Operators and other company policies, and observe and evaluate Operators for their effectiveness in assisting passengers with disabilities. The Supervisors also respond to the scene of incidents or accidents, assist as necessary, and report status to the Operations Manager.

Star's A.M and P.M Supervisors will perform the following functions:

- a) Respond promptly in person to all accidents and investigate accidents involving passengers onboard the vehicle. In emergency situations, the Supervisor is responsible for transporting the passengers to their destinations.
- b) Ensure that all Operators are adhering to all safety rules, policies and standards required in the RFP or by Star. They must conduct unannounced Operator checks for valid driver's license, Star ID, uniform and grooming standards and compliance with the terms of the CORR Contract.
- c) Check that all Operators are driving safely and providing the necessary assistance to all passengers.
- d) Conduct random checks on every vehicle to ensure they comply with the terms of the CORR Contract.



Tab 4 – Staffing and Project Organization

- e) Assist in the investigation of passenger complaints, ensure on-time performance, identify potentially unsafe operating conditions, and ensure the overall efficiency of day-to-day operations.

CORR Austin Shop Foreman – Ken Donaldson

The CORR Austin Shop Foreman must coordinate the repair of CORR vehicles, including scheduling vehicles in and out of shops, making sure DBE purchases are being made at the highest possible levels, overseeing the ordering and stocking of parts, maintaining the fuel facilities, approving purchase orders for parts, parts inventory, shop supplies, and maintaining the physical plant. The Austin Shop Foreman has oversight of the CORR Mechanics. He regularly attends safety and maintenance seminars and manufacturer-sponsored weeklong training updates. The Austin Shop Foreman is responsible for shop safety.

The Austin Shop Foreman must ensure the completion of all work orders, preventive maintenance documentation and monthly reports required by the CORR Contract. He must have a comprehensive knowledge of the Star Shuttle fleet VMS software. The Austin Shop Forman has over 10 years of automotive maintenance experience and 5 years of fleet management experience. The Star Shuttle Austin Shop Foreman is Ken Donaldson. He has been with Star Shuttle 7 years and his Resume is included under Tab 6. Qualifications.

CORR Administrative Clerk – Rhonda McCartney

The CORR Administrative Clerk ensures that all Vehicle Operators turn in their completed and signed manifests and driver vehicle inspection reports (DVIR). She must make note of any safety related defects and deliver a copy of the DVIR to the Austin Shop Foreman. She scans and forwards all signed manifests to Payroll, and to the CORR Customer Service Interface for review and billing. She also counts money according to established money counting procedures and vouchers or tickets (if any) and completes the daily business report and bank deposit.

CORR Support Team & Contact Information

The following individuals are management personnel whose jobs are to ensure contract compliance, to be available by phone during all hours of the operational day in order to make decisions; provide coordination as necessary; and to attend necessary meetings. Each individual may be contacted 24 hours per day in case of an after-hours emergency. Each of the individuals listed has shown an unmatched career-length commitment to Star Shuttle. The CORR Support Team and their contact information are:



Exhibit "B"

Tab 4 – Staffing and Project Organization

John P. Walker – CEO / CORR Legal Compliance Officer
Office 210-581-9990 ext. 175; cell 210-669-5800

Austin Walker – Vice President / CORR Fleet Purchasing
Office 210-581-9990 ext. 174; cell 210-452-3986

Savannah Fernandez – Director of Risk & Safety
Office 800-341-6000 ext. 152; cell 210-900-0990

Betsy Kennedy – Director of Recruiting & Training / EEO Officer
Office 800-341-6000 ext. 159; cell 210-488-3833

Christina Casas – HR Generalist / CORR DBE Officer
Office 800-341-6000 ext. 154; cell 210-313-7391

Melanie Camarillo – Call Center Manager
Office 800-341-6000 ext. 101; cell 210-488-3833

Richard Santos – ADA Operator Trainer
Office 210-581-9990 ext. 153; cell 210-316-5957

Laurence Alberts – OSO Accounting Manager (Responsible for keeping CORR
Paratransit Contract Financial Records)
Office 210-341-6000 ext. 162; cell 210-862-1187

Star Shuttle's
Project Management
/ Supervisory Team
is proprietary
information and /or
trade secrets to be
exempted from
disclosure to a third
party.

CORR Support Team & Primary Work Assignments

CORR Project Support Team

Selection of the Star Shuttle Technical Proposal will result in dedicated, experienced, and well-qualified personnel for all facets of the CORR Paratransit Project. Star's Operations Support Offices (OSO) exist to support the front line CORR Operations Team consisting of Operators, Transportation Supervisors and Customer Service Agents. The CORR Project Support Team has both practical experience and degrees and advanced degrees in such areas as Business Administration, Liberal Arts, Law, Accounting, MBA and Education. Our unique combination of formal education, technical expertise and practical experience has resulted in a firm culture that specializes in problem solving and excellence in paratransit service in a challenging environment.



Tab 4 – Staffing and Project Organization

Star Shuttle President/Chief Executive Officer (CEO) – John P Walker

The Star Shuttle Chief Executive Officer generally oversees all operations, safety programs, finance, marketing programs and senior management personnel. He must give general direction to the company and ensure that the company mission statement and policies are translated into practice. Additionally, the CEO makes major decisions involving: paratransit personnel, fleet, insurance, markets, contracts, locations, real estate and legal issues. This person must be knowledgeable on all aspects of the CORR Contract and project, including requirements, policies and procedures. The CEO has driven paratransit routes from time to time in order to understand the challenges that Operators face in the current operating environment. This person is ultimately responsible for this Technical Proposal and the CORR Paratransit Contract for Star Shuttle and monitors paratransit operations on a daily basis. This person will meet with the CORR Transit Coordinator on any major contract issues. The President/CEO of Star Shuttle is Mr. John P. Walker, he has 28 years paratransit management and contract compliance experience and his Resume is included under Tab 6. Qualifications.

Star Shuttle Vice-President – Austin Walker

The Star Vice-President must have proven management, finance, IT and accounting skills. The Vice President's primary responsibilities are managing customer accounts and assisting in growth and development of staff as well as the overall firm. This involves expanding and securing new business, managing project portfolios that meet or exceed projections, and participating in internal management of the company. The Vice President must be able to guide staff development through identifying skill needs, delegating tasks appropriately and motivating staff to provide outstanding customer service. The VP has to implement company policies around recruiting, staffing, training and account management that result in top notch customer service as well as a positive work environment that fosters a pattern of long-term staff retention. Additionally the VP has to:

- Promote a positive environment for staff and identify and work with management to address any issues that create barriers to an optimal work environment for all staff.
- Attend and actively participate in senior staff meetings, offering ideas, insights and recommendations on company policies, staffing, customer service, new business and other topics that ultimately impact the overall quality of the company.
- Find ways to save money and be efficient by improving/streamlining internal systems or procedures.
- Regularly update projections and manage work to meet or exceed projected revenue targets.
- Direct and coordinate activities of IT and accounting departments and/or vendors.



- Review financial statements, sales and activity reports, and other performance data to measure productivity and goal achievement and to determine areas needing cost reduction and program improvement.

The VP must be an active listener; a great coach and developer of human potential; empathetic; reliable; responsible; safety aware; a strategic planner; have technical aptitude to comprehend complex technical topics and specialized information; able to perform systems analysis; work under pressure, and make critical decisions. The Star Shuttle Vice-President is Austin Walker and his Resume is under Tab 6. Qualifications.

Star Shuttle Director of Risk and Safety – Savannah Fernandez

The Star Shuttle Director of Risk and Safety is responsible for providing oversight and guidance to CORR Operations Manager, Operator Trainer, Fleet Manager, Shop Foreman, Dispatchers and Operators. The Star Shuttle Director of Risk and Safety creates and implements the Paratransit System Safety Program with input from the Star Shuttle Director of Recruiting and Training.

This person conducts regular OSHA audits of Star Shuttle shop facilities. This person provides redundancy in the area of Drug & Alcohol Programs and must attend several continuing education seminars each year in the areas involving Star's Drug & Alcohol Program and Star's various Safety Programs. This person oversees and updates Star's FTA compliant Safety Management System (SMS). Duties of the Star Shuttle Director of Risk and Safety include interviewing, accident investigation/reconstruction, evaluating, monthly reporting of preventable/non-preventable accidents and recommending corrective actions for employees involved in traffic and/or passenger accidents or below passing safety scores.

The Star Shuttle Director of Risk and Safety is also responsible for ensuring that Star Shuttle's paratransit division is up-to-date on the latest safety technologies. Additionally, the Star Shuttle Director of Risk and Safety coordinates the Safety Award Program, Drug and Alcohol Prevention Program, the System Safety Plan, and other related safety efforts. The Director of Risk and Safety must attend the annual FTA Drug & Alcohol Seminar.

The Star Shuttle Director of Risk and Safety is Savannah Fernandez, she has 20 years of risk and safety management experience, 7 years of which have been with Star Shuttle, and her Resume is included under Tab 6. Qualifications.

Star Shuttle Director of Recruiting and Training / EEO Officer – Betsy Kennedy

The Star Shuttle Director of Recruiting and Training is responsible for developing a comprehensive and consistent plan for developing job descriptions, profiling model candidates, training on all levels and developing human potential and careers. She is an experienced recruiting professional, and is responsible for identifying potential recruiting sources, advertising, recruiting, screening, hiring, and on-boarding. This person is also



Tab 4 – Staffing and Project Organization

responsible for the implementation and oversight of Star’s system of on-line employment applications and applicant tracking system.

As EEO Officer, she is responsible for developing, disseminating, and implementing Star Shuttle’s Equal Employment Opportunity and Affirmative Action Programs and coordinating and providing data and information to CORR’s designated EEO contact person. This person also assists in identifying problem areas in Star’s hiring process and offers solutions. She is also in charge of maintaining all personnel records. This person must engage in continuing education to stay current with changes in training and safety strategies, laws and regulations. This individual must know all the training and service requirements of ADA paratransit service, including especially the CORR minimum Operator qualifications. The Director of Recruiting and Training must work closely with Human Resources and Senior Management. The Recruiting Manager & EEO Officer is Ms. Betsy Kennedy, she has 9 years recruiting experience and 4 years at Star, her Resume is included under Tab 6. Qualifications.

Star Shuttle HR Generalist and DBE Officer – Christina Casas

The Star Shuttle HR Generalist and DBE officer oversees employee benefit programs, affirmative action, and compliance with Department of Labor laws, rules and regulations. She also responds to employee complaints not resolved by a Supervisor or manager to the employee’s satisfaction; employee disciplinary issues including terminations; employee exit interviews and surveys. The HR person also represents Star in administrative hearings such as unemployment claims. The HR Generalist works with the Director of Recruiting & Training on continuing education topics for management and employees. The HR Generalist helps plan employee open enrollment and company sponsored morale boosting events. The HR Generalist has an open-door policy and listens, investigates and acts on employees’ complaints and suggestions. The Star Shuttle HR Generalist & DBE Officer is Christina Casas, she has been with Star for 4 years and her Resume is included under Tab 6. Qualifications.

Star Shuttle Accounting Manager – Laurence Alberts

The Star Shuttle Accounting Manager must be a good manager of people and oversee a staff of accountants and accounting clerks. The Star Shuttle Accounting Manager must be proficient in the use of Great Plains accounting system, oversees the general ledger, accounts payables and receivables, fuel systems data collection and reporting and CORR invoicing. The Star Shuttle Accounting Manager is Laurence Alberts, he has been Star for one year and his resume is included under Tab 6. Qualifications.

Star Shuttle Payroll Manager – Jennifer Sanchez

The Payroll Manager must be a good manager of people and oversee a staff of one or more payroll clerks. She must work with Star's Microsoft certified consulting firm regarding continuous updating and improvement of the payroll accounting system. The Star Shuttle Payroll Manager oversees employee payroll, including uploading bi-weekly detailed payroll information to Great Plains payroll module, processing employee information into the payroll system and time management system. This person must produce reports on a regular and timely basis. A list of regular tasks and responsibilities includes:

- Produce the bi-weekly CORR Operator Hours of Service Report to be used by the CORR General Manager, CORR Operations Manager and the CORR Customer Service Interface to minimize excessive driving hours and driver fatigue;
- Maintain CORR Training & Disciplinary / Counseling information in AAP database for EEO Reporting;
- Compile the weekly CORR personnel status report, such as # of new hires, # of terminations and reason; etc. to ensure employment status is accurate;
- Review time sheets in time management system, work tickets, wage computation, and other information to ensure payroll accuracy and detect and reconcile payroll discrepancies;
- Verify attendance, hours worked, pay adjustments, and post information onto designated records;
- Compute wages and deductions, and enter data into computers;
- Process and issue employee paychecks and statements of earnings and deductions.
- Provide information as requested to employees and managers on payroll matters, tax issues, and benefit plans;
- Keep informed through continuing education seminars and periodicals about changes in tax and deduction laws that apply to the payroll process;
- Compile statistical reports, statements, and summaries related to pay and benefits accounts, and submit them to appropriate departments;
- Conduct verifications of employment;
- Prepare and balance period-end reports, and reconcile issued payrolls to invoices; and
- Complete, verify, and process forms and documentation for administration of benefits such as pension plans, and unemployment and medical insurance.

Jennifer has been with Star for 7 years and her Resume is included under Tab 6. Qualifications.



Tab 4 – Staffing and Project Organization

Star Shuttle Fleet Manager – Richard Unger

The Star Shuttle Fleet Manager is responsible for hiring and overseeing the Austin and San Antonio Shop Foremen, Service Writers, Parts Specialist and Mechanics, all fleet personnel, fleet suppliers and subcontractors. The Fleet Manager is responsible for maintaining the fleet, shop and yard. The Fleet Manager must have 10 years of automotive maintenance experience, 8 years of fleet management experience and has earned numerous ASE certifications. The Star Shuttle Fleet Manager is Richard Unger and his Resume is included under Tab 6. Qualifications.

CORR Additional Project Support Personnel

Star proposes qualified and dedicated personnel with their unparalleled experience to provide all needed operations and support functions for the upcoming contract. Company-wide, Star Shuttle has approximately 200 employees. Personnel include safety managers, safety supervisors, trainers, passenger service coordinators, operations managers, dispatchers, supervisors, vehicle Operators, fleet managers, administrative assistants, auditors, service writers, mechanics, vehicle maintenance personnel, operations support offices (OSO) personnel, and senior management. All Operators, supervisors, dispatchers and other key personnel for this contract will be at least 25 years of age and have a minimum of a high school diploma or GED. Certifications for various jobs vary, but experience is also an important factor in determining a candidate’s qualifications for a particular job.

Project Management Team – Job Descriptions are proprietary information and /or trade secrets to be exempted from disclosure to a third party.

Support Team Structure and Depth

- 10 OSO Key Project Support Personnel
- 3 Administrative Support Staff
- 2 On-site Supervisors
- 10 mechanics (3 in Austin)
- 6-7 service agents
- 10 trained paratransit vehicle Operators (Round Rock pool drivers)

Oversight Team Structure and Depth is proprietary information and /or trade secrets to be exempted from disclosure to a third party.

It is extremely important to note that Star Shuttle’s operations management team has unparalleled “hands-on” experience and professional commitment, as many supervisory team members started



Exhibit "B"

Tab 4 – Staffing and Project Organization

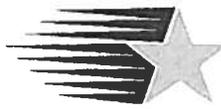
with Star as vehicle Operators. The Star operations management team has hundreds of collective years of contract service experience.

The highest levels of Star's decision makers are readily available to meet with the City of Round Rock at a moment's notice. This practice has been a major feature of Star's contract success.



Tab 4 – Staffing and Project Organization

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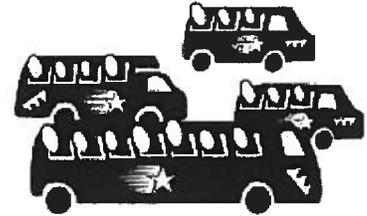


Tab 5 – Related Experience

Relevant Corporate Experience

56 Years in Transportation Enterprises

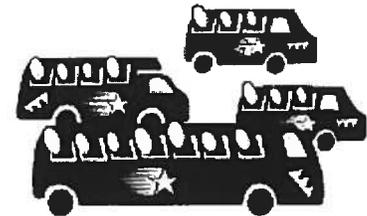
Star Shuttle’s Walker Group companies have successfully provided transportation in vans, mini-buses and full size motor coaches for both ambulatory and mobility impaired persons in numerous cities for 56 years. The professionals in Star’s Operations Support Offices (OSO) have dealt on a day-to-day basis in the areas of fleet management (purchasing, vehicle registrations, taxes and titles); safety (Operator training, insurance, risk management and environmental concerns); and human resources (recruiting, interviewing, training, benefits, equal employment opportunity and affirmative action, background checks and drug testing) and other elements of transportation enterprise management.



Relevant Contract Experience during Last 3 Years

City of Round Rock – Transit & Paratransit Operations

In 2013 CORR contracted with Star Shuttle to provide full, turnkey public transit service inclusive of all necessary administration, equipment, facilities, maintenance and personnel to operate and maintain Demand Response Bus Service. More recently Star has provided still provides ADA paratransit service to CORR.



Results/Impacts: Star successfully helped CORR startup their own transit system and proved that the City and its contractor can work closely together and improve the lives of its citizens. The CORR has found that due to Star’s responsiveness and high levels of passenger service / satisfaction, provided the best overall value to the City.

VIA Metropolitan Transit Authority – VIAtrans Service

In 1992 Star Shuttle was awarded a VIAtrans paratransit contract by VIA Metropolitan Transit Authority. The most recent contract that Star Shuttle operated for VIA (2012 – 2018) included 230 daily routes; and approximately 1,200 vehicle hours of service Monday through Friday and hundreds of hours on weekends. Star has successfully completed over 100 million miles and hundreds of thousands of hours of transit service for VIA community of persons with disabilities. The value of the last 6 year contract was approximately \$75M. Star’s last contract with VIA ended December 31, 2018. **Results/Impacts: Star successfully transported millions of VIAtrans passengers over 26 years, freeing up caregivers and providing freedom of mobility to persons with disabilities. Star brought the VIAtrans service in under VIA’s budget for at least the last 10 years (2008-2018).**

University Hospital System

Star recently was awarded a 3 year contract with the University Hospital System to run patient, visitor and employee shuttles with ADA vehicles during a major construction period. The contract had a short start-up period and several changes have been implemented through a cooperative effort between Star and the University Hospital System Police who oversee the project. UHS has expressed appreciation of Star's quick and easy start-up and responsiveness to inquiries regarding suggested changes and additions to the shuttle system. **Results/Impacts: Star has transported thousands of UHS passengers, accident free and helped UHS provide excellent service to its patients, visitors and employees.**

City of San Antonio Aviation Department – Airport Garage and Parking Shuttles

The City of San Antonio, Aviation Department sought an experienced passenger transportation provider to operate a high quality, 24 hours a day, 7 days a week scheduled ADA compliant bus service for San Antonio International Airport. Star Shuttle was awarded the contracts and operated two shuttle services for the Aviation Department under the contracts (Temporary & Supplemental Busing Services RFCSP #'s: 6100005267, 4400003249 & 61000010848).

First, during the construction of the new Consolidated Car Rental Facility and Parking Garage, Star successfully operated the Garage /Terminals Circuit from the garage to the terminals for both departing and arriving passengers. This portion of the contract was operated by Star for approximately 34 months from July 1, 2015 – March 31, 2018. The value of the contract was approximately \$2.25M per year. The Garage/Terminal circuit portion of the contract ended when construction was completed.

Secondly, Star provided and continues to provide Supplemental Services, when requested, to shuttle public and/or employee parking patrons between the airport terminals and the parking lots at SAT. Star Shuttle has operated up to nine minibuses for these services. Star was recently awarded a contract extension of Contract #4400003249 and #61000010848 by the City of San Antonio to continue this portion of the service.

Results/Impacts: Star has successfully transported thousands of passengers, both ambulatory and mobility impaired, and improved passenger service, efficiency and passenger satisfaction at the SAT airport during the last two plus years. Star was able to adjust daily to peak demand requirements due to holiday demand, city vehicles being taken out of service, etc. and provide the service cost effectively, providing the highest overall value. The Aviation Department received many compliments about Star and its Operators and the operation was very successful during a difficult construction period.



Pre K 4 SA – School Bus Services

Star is currently operating Pre-K 4 SA school bus service for the City of San Antonio. Star has provided transportation solutions for a brand new program, starting in 2013, and were chosen based on our proven track record of providing safe transportation. Star has provided a high-quality and safe transportation solution for the Pre-K 4 SA program. The relevance for the CORR is that it takes a high degree of care and sensitivity to safely transport 4 year olds on a daily basis in a regulated environment. Star was awarded a contract extension in 2018.

Each departure is in accordance with Texas Administrative Code with regard to child / caregiver ratio. The value of the contract is approximately \$850,000 per year. **Results/Impacts: Star successfully worked with the City of San Antonio to startup Pre K 4 SA Transportation Services in a short time frame and implement a new voter approved city-wide education initiative by providing safe, clean and reliable transportation. When all factors are taken into consideration such as driver training, safety record, quality of vehicles, levels of insurance provided, collaboration & communication between Pre K staff and Star, Star provided the best overall value and has contributed positively to the success of the Program.**

Three (3) Relevant References – Similar Contracts

The following are 3 relevant references of current or recent contracts that are similar in nature. Star has hundreds of clients and additional references are available upon request. See also Attachment B – Reference Sheet.

Project Title	Year - Duration	Type of Service	Names, Title, Address & Phone Principal Persons
City of Round Rock Round Rock Transit	2012-present	Current Fleet: 7 mini-buses Mon-Fri. Paratransit service for the City of Round Rock	Ms. Edna Johnson Transit Coordinator City of Round Rock 2008 Enterprise Drive Round Rock, TX 78664 Phone: 512-671-2869 ejohnson@roundrocktexas.gov
VIA Metropolitan Transit Authority; VIAtrans Transportation Services	1992- 2018 (26 consecutive years of contract awards)	Peak Fleet: 150 – 185 vehicles 7 days per week Annual Miles: 7,120,000 Annual Hours: 340,000 Annual Passengers: 700,000	Mr. Albert Gonzalez, Contract Administrator 1720 N. Flores, San Antonio, TX 78212 Phone 210-362-2408 albert.gonzalez@viainfo.net

City of Round Rock - Americans with Disabilities Act (ADA) Paratransit Services Solicitation Number 20-007



Tab 5 – Related Experience

Project Title	Year - Duration	Type of Service	Names, Title, Address & Phone Principal Persons
University Health System San Antonio, Texas	2019-present	Current Fleet: on demand up to 9 Mini Buses 7 days a week 24 hours a day Annual Hours: 23,300 Provide ADA on-demand shuttles for both ambulatory and persons with disabilities	Deputy Chief Sherrie King Bexar County Hospital Police Department 4502 Medical Drive San Antonio, TX 78229 Phone: 210-207-3467 Sherrie.King@uhs-sa.com

Individual Experience for Personnel who will be Actively Engaged in the Project

Star has a CORR Project Team that has extensive public transit ADA paratransit experience. The following individuals make up the CORR Operations Team and will be actively engaged in the Project. These individuals are currently working on CORR operations under the current contract and will also be assigned to the proposed new contract.

Abbey Walker – CORR General Manager, 15 years
Office 512-479-8100, ext. 156; cell 210-559-6832

Pam Meadows – CORR Operations Manager, 11 years
Office 512-928-8896 ext. 404; cell 512-809-6132

Hillary Hummel – CORR Customer Service Interface, 5 years
Office 512-479-8100, ext. 244; cell 210-908-1910

Loretta Gonzalez – CORR Customer Service Agent, 15 years
Office 512-479-8100, ext. 243

Ruth Rivera – CORR Customer Service Agent, 21 years
Office 512-479-8100, ext. 241

Dantoine Churchman – A.M. Transportation Supervisor, 5 years

Mychal Harris – P.M. Transportation Supervisor, 3 years

Ken Donaldson – CORR Austin Shop Foreman, 7 years

Rhonda McCartney – CORR Administrative Clerk, 7 years



Additionally, their relevant experience and credentials set forth in the following places in this Technical Proposal:

- Tab 4. Staffing and Project Organization – List of Team Members and Job Descriptions for this Project.
- Tab 6. Qualifications - List of Team Members Names Relevant Number of Years and % of their time to be spent on this Project.
- Tab 6. Qualifications - Resumes with details of individual experience
- Tab 6. Qualifications - Training Certificates and Other Certifications

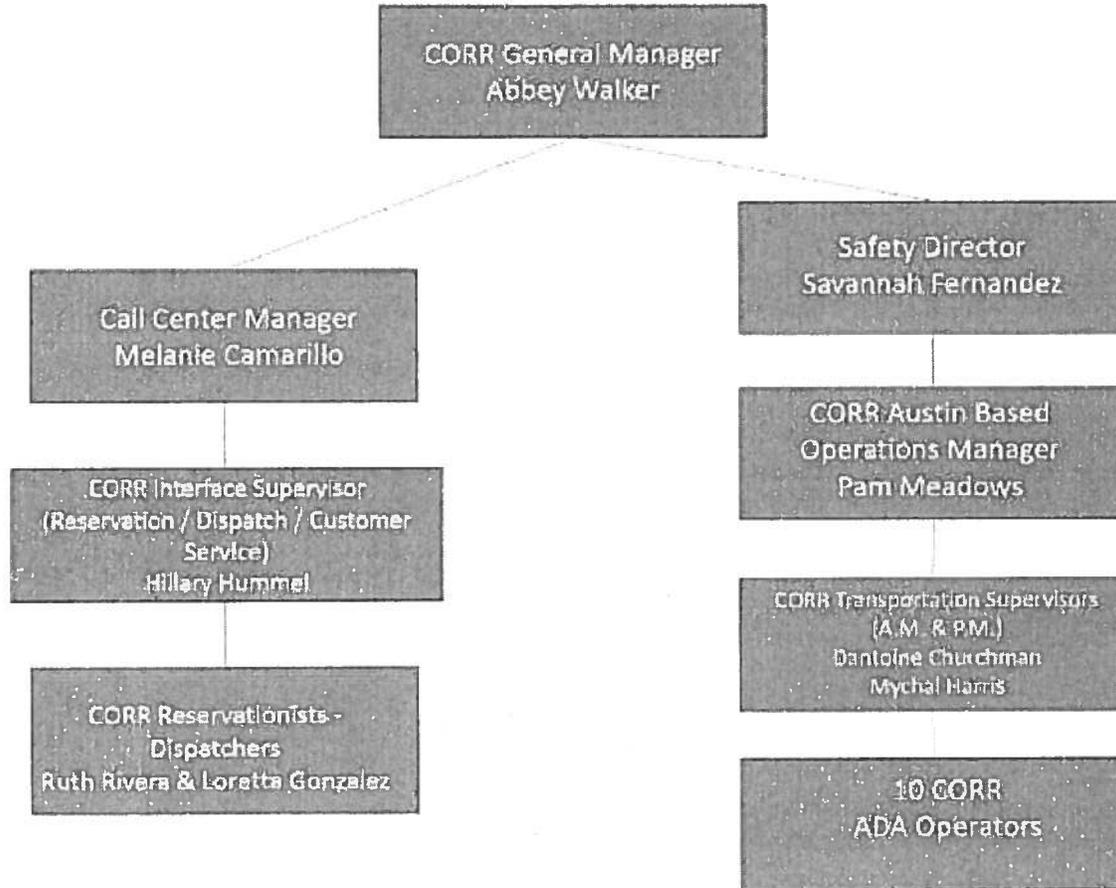


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Tab 6 – Qualifications
CORR Project Team Chart

CORR Paratransit Project Team Chart					
CORR Operations Team			CORR Support Team		
Name	Title	Years / % of Time	Name	Title	Years / % of Time
Abbey Walker, MBA	CFO / CORR General Manager	15 yrs. 35%	John P. Walker, J.D.	President / CEO CORR Senior Project Compliance Officer	28 yrs. 10%
Pam Meadows	CORR Operations Manager	11 yrs. 50%	Austin Walker	Vice President	17 yrs. 10%
Hillary Hummel	CORR Customer Service Interface	5 yrs. 70-100%	Savannah Fernandez	Director of Risk & Safety	20 yrs. 25%
Loretta Gonzalez	CORR Customer Service Agent	15 yrs. 100%	Betsy Kennedy	Director of Recruiting & Training/ EEO Officer	10 yrs. 10%
Ruth Rivera	CORR Customer Service Agent	21 yrs. 100%	Christina Casas	HR Generalist/ DBE-SBE Officer	4 yrs. 10%
Dantoine Churchman	CORR A.M. Transportation Supervisor	10 yrs. 50%	Richard Unger	Fleet Manager	22 yrs. 10%
Mychal Harris	CORR P.M. Transportation Supervisor	3 yrs. 50%	Melanie Camarillo	Call Center Manager	10 yrs. 10%
Ken Donaldson	CORR Austin Shop Foreman	7 yrs. 50%	Laurence Alberts	Accounting Manager	4 yrs. 10%
Rhonda McCartney	CORR Administrative Clerk	7 yrs. 50%	Jennifer Sanchez	OSO Payroll Specialist	16 yrs. 10%
			Richard Santos	Trainer	16 yrs. 10%

Organizational Chart of CORR Project Team





Resumes of CORR Project Team

The resumes of the CORR Project Team are included in this Tab 6. Qualifications under a separate sub-tab entitled “Resumes”.

Certifications of CORR Project Team

The certifications of the CORR Project Team are included in this Tab 6. Qualifications under a separate sub-tab entitled “Certifications”.

Professional Memberships and Affiliations

Star Shuttle’s management believes strongly that it is imperative to be immersed in the relevant industry professional and trade groups. Star’s team has taken leadership roles and participates in continuing education in a number of industry organizations and trade groups.

Letters of Recommendation / Civic & Charitable Contributions

Star has literally thousands of letters of recommendation, commendation and compliments. Star’s motto is “*We Go the Distance for You!*”®. Star receives hundreds of compliments each year. Additionally, Star supports the community in many ways. A list of civic and charitable contributions made by Star is available upon request.

Litigation / Auto & General Liability Coverage / Garage Liability

Star Shuttle carries first dollar auto liability, general liability and garage liability coverage. First dollar coverage means that there is no deductible contribution required from Star Shuttle. All potential claims are covered by and defended by our insurance company. A current certificate of insurance covering CORR as “additional insured” is on file with CORR and will be kept current at all times. Additionally, Star has audited financial statements and at no time during the last 26 years have the auditors considered insured auto liability cases as material liabilities.

Star has no litigation related to operating the CORR transit and paratransit service during the last 7 years. A list of recent claims are listed below, except for one New York claim, all are in Bexar County where Star operated over 7 million miles per year during this period of time and are fully insured by National Interstate Insurance Company. Also see Exhibit 9 for the required list of Litigation.



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Tab 7 - Authorized Negotiator

Abbey Walker, CFO and General Manager

abbey.walker@starshuttle.com

Office: 512-479-8100, ext. 156

Cell: 210-559-6832



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Tab 8 – Exceptions

Except as stated below, Star Shuttle, Inc. has no clarification, exceptions, or deviations from the RFP.

1. Although Star does not consider this an Exception, but out of an abundance of caution Star incorporates by reference Part III Supplemental Terms & Conditions, Item 14. Price Adjustment set forth in Addendum No. 2.
2. Star has included multiple vehicle and pricing options.



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Tab 9 – Required Attachments & Addendum

The following Required Attachments and Addendum are completed & signed (as applicable):

Signed Addendums

Attachment A – Proposal Submittal Form, Execution

Attachment B – Reference Sheet

Attachment D – Government-Wide Debarment and Suspension (Non-procurement)

Attachment E – Certification and Restrictions on Lobbying

Attachment F – DBE Certification for Non-Rolling Stock Materials or Services

The following additional Appendices & Exhibits are included with this Proposal:

Exhibit

1. Drug and Alcohol Policy
2. Personnel Practices and Policies – Employee Handbook
3. Vehicle Maintenance Plan (includes Maintenance Procedures)
4. Safety Plans and other Emergency Protocols – Safety Management System (SMS)
5. Performance Monitoring Plan
6. Facilities Plan
7. 2018 & 2019 Our Driving Concern Texas Employer Traffic Safety Award
8. Vehicles & Vehicle Brochures
9. Litigation
10. Star Shuttle CORR Paratransit Training Manual



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**ATTACHMENT A
PROPOSAL SUBMITTAL FORM AND EXECUTION**

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): Star Shuttle, Inc.

SIGNATURE (IN INK): Abbey Walker

NAME (TYPED/PRINTED) Abbey Walker

TITLE: CFO DATE: 3/2/2020

STREET: 1343 Hallmark Drive

CITY/STATE/ZIP: San Antonio, Texas 78216

TELEPHONE AND FACSIMILE NO.: 210-581-9990 210-829-5182

E-MAIL ADDRESS: abbey.walker@starshuttle.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 74-2624739

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

**ATTACHMENT B:
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 20-007 ADA Paratransit Services

RESPONDENT'S NAME: Star Shuttle, Inc.

DATE: 3/2/2020

Aileen Walker
Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name City of Round Rock Transit
Name of Contact Edna Johnson
Title of Contact Transit Coordinator
E-Mail Address ejohnson@roundrocktexas.gov
Present Address 2008 Enterprise Drive
City, State, Zip Code Round Rock, Texas 78664
Telephone Number (512) 671-2869 Fax Number: (512) 218-7060

2. Company's Name VIA Metropolitan Transit Authority, VIAtrans Transportation Services
Name of Contact Albert Gonzalez
Title of Contact Contract Administrator
E-Mail Address albert.gonzalez@viainfo.net
Present Address 1720 N. Flores
City, State, Zip Code San Antonio, Texas 78212
Telephone Number (210) 362-2408 Fax Number: (N/A)

3. Company's Name University Health System
Name of Contact Sherrie King
Title of Contact Deputy Chief
E-Mail Address sherrie.king@uhs-sa.com
Present Address 4502 Medical Drive
City, State, Zip Code San Antonio, Texas 78229
Telephone Number (210) 207-3467 Fax Number: (N/A)

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "B"
ATTACHMENT D

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- h. 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

Contractor Name	Star Shuttle, Inc.	
Signature of Authorized Official	<u>Abbey Walker</u>	Date: <u>2-14-2020</u>
Name of Contractor's Authorized Official	Abbey Walker	
Title of Contractor's Authorized Official	CFO	

Exhibit "B"
ATTACHMENT E
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Abbey Walker, hereby certify
(Name and title of official)

On behalf of Star Shuttle, Inc. that:
(Name of Bidder/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 Bidder/Company Name Star Shuttle, Inc.

Type or print name Abbey Walker

Signature of authorized representative *Abbey Walker* Date 2/14/2020

Signature of notary and SEAL *[Signature]*

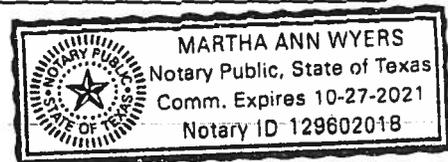


Exhibit "B"

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Exhibit "B"
ATTACHMENT F

DBE CERTIFICATION FOR NON-ROLLING STOCK MATERIALS OR SERVICES

As a recipient of funding under Section 1101(b) of TEA-21, 23 U.S.C. Section 101, our transit system must identify Disadvantaged Business Enterprise participation in all contracts which can be used to meet our overall obligation. For this reason, we require all Contractors, as a condition of being authorized to bid on this project, to certify the level of Disadvantaged Business Enterprise participation which will be involved if he/she is awarded the contract for the project.

Accordingly, the following certification must be completed and submitted with your bid:

Abbey Walker, CFO hereby (Name and Title)

certify that DBE participation in the items offered shall not be less than 1.4 percent,

\$ 71,250 U.S. dollars of the final purchase price.

I understand that the Disadvantaged Business Enterprise participation levels indicated will be a material factor in the public agency's decision to award a contract for the items offered.

Abbey Walker

Signature of Authorized Official

CFO

Title

Attach a listing of the DBE firms from whom purchase of components or services is anticipated, pending award of this contract for items covered, in this procurement. Please indicate the type of items to be purchased, an address, phone number and contact person for each Disadvantaged Business Enterprise as well as the amount of purchases anticipated.

Exhibit "B"

Star Shuttle, Inc. Plan for Prime Vendors

Name & Address of Company	Scope of Work to be performed or supplied	Estimated Total Contract Amount	Certification Type
Big Star Branding, 4009 Naco Perrin Blvd., San Antonio, TX 78217 Contact Person: Rebecca Peterson, Phone Number: 210-590-2662	Uniforms, Custom logo, Promo items, & Vehicle graphics	\$5,000/year \$25,000/overall contract	DBE
E.M.S. Collision, 13307 Nacogdoches Rd., San Antonio, TX 78217 Contact Person: Enrique Mendoza, Phone Number: 210-218-5650	Collision Repair	\$3,750/year \$18,750/overall contract	DBE
Martinez Tire Shop, 3303 Nacogdoches, San Antonio, TX 78217, Contact Person: Mario Martinez, Phone Number: 210-590-8108	Tires	\$5,000/year \$25,000/overall contract	DBE
Medwheels, 1322 E. Houston St., San Antonio, TX 78205, Contact Person: Jane Gonzalez, Phone Number: 210-533-9457	Medical Equipment	\$500/year \$2,500/overall contract	DBE
Total/year Total/overall contract		\$14,250 \$71,250	

Business & Contact Information

BUSINESS NAME	Big Star Branding, Inc.,	
OWNER	Ms Kathie Rowe	
ADDRESS	4009 Naco Perrin San Antonio, TX 78217	Map This Address
PHONE	210-590-2662	
FAX	210-590-2663	
EMAIL	rebecca@bigstarbranding.com	
WEBSITE	http://www.bigstarbranding.com	

Certification Information

CERTIFYING AGENCY	South Central Texas Regional Certification Agency
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
RENEWAL DATE	7/31/2020
CERTIFIED BUSINESS DESCRIPTION	Stitching, decorative and novelty, contractors on apparel, Athletic uniforms, team, cut and sewn from purchased fabric (except apparel contractors), Apparel Accessories and Other Apparel Manufacturing, Digital printing (e.g., billboards, other large format graphic materials, high resolution) (except books), Commercial screen printing, Men's and boys' clothing merchant wholesalers, Women's and children's clothing accessories merchant wholesalers, Graphic design services, Advertising specialty (e.g., keychain, magnet, pen) distribution services

Commodity Codes

Code	Description
NAICS 314999	Stitching, decorative and novelty, contractors on apparel
NAICS 315280	Athletic uniforms, team, cut and sewn from purchased fabric (except apparel contractors)
NAICS 315990	Apparel Accessories and Other Apparel Manufacturing
NAICS 323111	Digital printing (e.g., billboards, other large format graphic materials, high resolution) (except books)
NAICS 323113	Commercial screen printing
NAICS 424320	Men's and boys' clothing merchant wholesalers

Exhibit "B" ^{B2G now}

NAICS 424330

Women's and children's clothing accessories merchant wholesalers

NAICS 541430

Graphic design services

NAICS 541890

Advertising specialty (e.g., keychain, magnet, pen) distribution services

Exhibit "B"

Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	E. M. S. Express Collision Automotive	
OWNER	Mr. Enrique Mendoza	
ADDRESS	13307 Nacogdoches Rd San Antonio, TX 78217	Map This Address
PHONE	210-218-5650	
FAX	210-399-1418	
EMAIL	enriquemendoza61@yahoo.com	

Certification Information

CERTIFYING AGENCY	South Central Texas Regional Certification Agency
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
RENEWAL DATE	9/30/2020
CERTIFIED BUSINESS DESCRIPTION	Automotive Body, Paint, and Interior Repair and Maintenance, Automotive paint shops, Body shops, automotive.

Commodity Codes

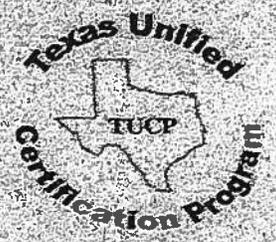
Code	Description
NAICS 811121	Automotive Body, Paint, and Interior Repair and Maintenance
NAICS 811121	Automotive paint shops
NAICS 811121	Body shops, automotive



South Central Texas Regional Certification Agency

Increasing economic prosperity by creating opportunities and eliminating barriers

www.sctrca.org



January 25, 2019

Mario Martinez
Martinez Tire Shop
3303 Nacogdoches
San Antonio, TX 78217

Dear Mario Martinez:

We are pleased to inform you that your application for certification in our Disadvantaged Business Enterprise Program has been approved with the South Central Texas Regional Certification Agency (SCTRCA) and with the State of Texas Unified Certification Program (TUCP) in accordance with U.S. Department of Transportation (USDOT) DBE certification eligibility requirements promulgated at 49 CFR Part 26 and/or Part 23, and is currently certified as a:

Disadvantaged Business Enterprise (DBE)

Certification Number: 219014953
Certification Anniversary: January 31, 2020

Providing the following products or services:

- NAICS 423130: TIRE AND TUBE REPAIR MATERIALS MERCHANT WHOLESALERS
- NAICS 423130: TIRES, NEW, MOTOR VEHICLE, MERCHANT WHOLESALERS
- NAICS 423130: TIRES, USED (EXCEPT SCRAP), MERCHANT WHOLESALERS
- NAICS 441310: AUTOMOTIVE PARTS AND ACCESSORIES STORES
- NAICS 441320: TIRE DEALERS, AUTOMOTIVE

This certification shall remain valid unless and until it has been removed in accordance with procedures set forth in 49 CFR §26.87. In order to remain certified, it is your obligation to submit an Annual Update and Affidavit (No Change Affidavit) annually on or before the anniversary of your DBE certification. A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its size, disadvantage status, ownership or the control requirements of the regulation, or any material change in the information provided in its application for DBE certification, including the support documentation. Please note that the SCTRCA reserves the right to request any other documentation that may be necessary to make a certification determination.

Please notify this office within thirty (30) days of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Failure to provide these changes could result in your firm being removed from the certified vendor database. The SCTRCA and/or the TUCP reserve the right to re-evaluate a firm's certification status at any time that they determine such re-evaluation is warranted.

Thank you for your participation in the SCTRCA DBE Certification Program.

Sincerely,

Charles Johnson
Vice Director

**Business & Contact Information**

BUSINESS NAME	MEDwheels, Inc.	
OWNER	Ms. Jane Gonzalez	
ADDRESS	1322 E. Houston San Antonio, TX 78205	Map This Address
PHONE	210-533-9457	
FAX	210-533-9455	
EMAIL	jgonzalez@medwheels.com	
WEBSITE	http://www.medwheels.com	

Certification Information

CERTIFYING AGENCY	South Central Texas Regional Certification Agency
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
RENEWAL DATE	1/31/2021
CERTIFIED BUSINESS DESCRIPTION	Medical equipment merchant wholesalers, Other Electronic Parts and Equipment Merchant Wholesalers, Medical equipment (except home health furniture and equipment) rental or leasing, CPR (cardiopulmonary resuscitation) training and certification

Commodity Codes

Code	Description
NAICS 423450	Medical equipment merchant wholesalers
NAICS 423690	Other Electronic Parts and Equipment Merchant Wholesalers
NAICS 532490	Medical equipment (except home health furniture and equipment) rental or leasing
NAICS 611699	CPR (cardiopulmonary resuscitation) training and certification

Exhibit "B"



ADDENDUM
CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 20-007

Addendum No: 1

Date of Addendum: January 24, 2020

This addendum is to incorporate the following changes to the above referenced solicitation:

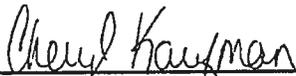
I. **Question:**

Q1: Does Round Rock provide a facility to perform maintenance, dispatch, and storage of the buses or are contractors expected to provide this?

A1: No, the city does not have a location dedicated to that purpose so the contractors will need to provide such a facility.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

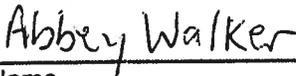
APPROVED BY:

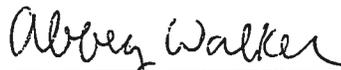

Cheryl Kauffman, Purchasing Supervisor
Purchasing Office, 512-218-5417

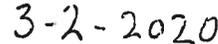
1/24/2020

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: RFP 20-007

Addendum No: 2

Date of Addendum: February 10, 2020

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Clarifications:**

- A. The City seeks to address the question of fuel cost price escalations as well as other cost escalations by adding **Item 14. "Price Adjustments"** to Part III- Supplemental Terms and Conditions of the solicitation document and it shall read as follows:
14. **PRICE ADJUSTMENTS:** The City may consider adjustments to the Cost for fuel increases or decreases or added governmental requirements related to Homeland Security.
- A. The City and Contractor shall agree to adjust fuel cost up or down based on the US Department of Energy Information Administration Weekly Retail On-Highway Diesel Fuel Prices Index.
- i. Any price increase requested by Contractor shall be in writing and accompanied with the appropriate index documentation to justify the change at least seven (7) days prior to requested effective date.
- ii. All price increases are subject to City approval before they become effective.
- iii. The City shall notify Contractor of intent to decrease price with appropriate index documentation and a letter stating same. Fuel price used at commencement of Service shall be that of the indexed rate on the date of contract signing. The link to the referenced index is:
<https://www.eia.gov/petroleum/gasdiesel/>
- B. The City may desire to increase or decrease the number of Revenue Hours and shall do so with a minimum of 30-day notice to the Contractor and amendment to the Agreement.
- i. Changes to Cost and/or Firm Hourly Rate resulting from changes to the number of Revenue Hours will be negotiated in accordance with the specifications herein not to exceed 25%.
- ii. In the event that City and Contractor do not arrive at a Firm Hourly Rate adjustment at any time throughout the duration of the Agreement, City may then use another Contractor to perform the required service and charge Contractor the difference.
- B. Part V, Items 5.I. & 5.J. have been updated to reflect correct numbering of the tabs.

II. **Questions:**

- Q1. Will the City consider proposals that include a non-dedicated service providers (NDSP) component?
A1. **Yes, all proposals that meet the minimum requirement will be considered.**
- Q2. How will the City address price escalations such as fuels costs?
A2. **We have included additional information under Item I.A. and I.B. of this addendum that shall become part of the contract.**
- Q3. May we have a copy of the pre-proposal sign-in sheet?
A3. **Please see enclosed.**

Exhibit "B"

- Q4. Will the new Contractor be required to take on the same individuals currently employed to do this work with the incumbent?
- A4. **No. The proposer may maintain and hire their own personnel for this contract. The City encourages the successful contractor to follow best practices when staffing for the contract.**
- Q5. Will the City require all interested parties to propose "new" paratransit units?
- A5. **No, all vehicles shall meet the requirements as outlined in Part IV Scope of Work, Sections 14 Revenue Vehicles and 15 Vehicle Maintenance of the RFP. The City may conduct regular audits of maintenance files and inspections of vehicles. The City shall have, at its sole discretion, the authority to remove from service, any vehicle that poses a safety, reliability or appearance issue.**
- Q6. Please provide revenue and non-revenue annual miles.
- A6. **2019 Revenue Miles = 135,433 2019 Vehicle Miles = 161,011**
- Q7. Can you provide the average daily fare collection revenue?
- A7. **Average daily cash fare collection is \$87, excluding trip passes which are sold by the City.**
- Q8. What is your current scheduling and reservation software? Will we have access to the software?
- A8. **The City does not have scheduling or reservation software. Scheduling, reservations, and associated software are turnkey operations anticipated to be provided by the successful contractor as part of this RFP.**
- Q9. If the Contractor needs to purchase software are there any special requirements?
- A9. **The City does not have any software specifications. We would suggest a software package that has scheduling and dispatching capabilities, along with the ability to capture relevant information like trip purpose, destination location, mobility aids, arrival and pick up time, etc. The software should also optimize routes and schedules as well as provide reporting tools to support ADA, NTD, and other data collection requirements.**
- Q10. Can the City provide a few copies of recent manifests?
- A10. **The City does not retain copies of daily driver manifests; these are audited & monitored during site visits.**
- Q11. How will we receive access to the current passenger/client list?
- A11. **The City maintains the eligibility data base in an Excel format and will provide the list of eligible customers along with their address and major destinations to the new contractor once awarded.**
- Q12. Can you provide a 5-year loss run on all lines of insurance described in the RFP?
- A12. **We have had no loss runs in the past 5 years.**
- Q13. Can you provide specific Triennial Review ADA findings?
- A13. **Section 13: ADA- Complementary Paratransit**
Finding: The City must submit to the FTA an implemented plan to monitor operational patterns or practices to assess potential ADA complementary paratransit capacity constraints that addresses the definitions used and the effect of the extended service.
- Response: The City developed a Capacity Constraints policy which provides the indicators and standards to be used in measuring services that are provided outside the fixed route ¾ mile radius. The City is currently geocoding addresses to determine the percentage of persons receiving service who live outside the ¾ mile radius. Once this is completed the City will perform the capacity constraint analysis as outlined in the policy. The information will be used to determine if the service area will be reduced or if additional service will need to be added.**
- Q14. Will the Contractor be required to provide a Transit Asset Management (TAM) Plan?
- A14. **No, the Contractor will not be required to provide a TAM plan.**
- Q15. Are the current staff and operators under any union agreement?
- A15. **No, the current staff and operators are not under a union agreement.**
- Q16. What will the new Contractor have access to over the 45 days prior to start-date?
- A16. **The City will work closely with the new Contractor to ensure a smooth transition. The City will provide the client data base, destinations, and other information requested.**

Exhibit "B"

- Q17. The City's insurance requirement provides minimum limits for each required line of requested coverage, can the City provide us the coverage limits and the current certificates of insurance listing the additional insured entities that are in place for the incumbent service providers insurance program?
- A17. **This information must be requested in a public information request at the following website: <https://www.roundrocktexas.gov/departments/administration/city-clerk/public-information-requests/>**
- Q18. Please confirm required total annual revenue hours.
- A18. **The City estimates the required total annual revenue hours as approximately 12,144 hours. Please refer to Part IV, Item 5 of the solicitation for further clarification.**
- Q19. If the service provider experiences liability that exceeds the City required limits, will the City's self-insurance and/or the State's tort liability coverage provide secondary liability coverage?
- A19. **Purchasing does not have this information at this time.**
- Q20. Please provide an itemization and description for any claim over \$10,000 in each of the last 5 years.
- A20. **There have been no claims in last 5 years.**
- Q21. In Part I, Item 9. Respondent Requirements: This section requests "two identical copies of the RFP response on a flash drive." Should the two copies be submitted on the same flash drive, or separate flash drives?
- A21. **Please submit these on separate flash drives**
- Q22. In Part III, Item 2 can the City please clarify where in the proposal the required list of litigation should be included? Can this just be provided as an attachment?
- A22. **Yes, please include this information as an attachment labeled "Litigation"**
- Q23. Under Part IV, Item 2 this section states that CORR bus services operate Monday through Friday, 6:30 a.m. to 8:00 p.m. and that "The successful Contractor shall offer parallel paratransit service in alignment with CORR's fixed-route operations." However, in Service Hours B. Projected Revenue Hours, it is stated that "The projected service hours are 48 hours per day, Monday through Friday, 6:00am to 8:00pm." Can the City please clarify whether paratransit service hours will begin at 6 a.m. or at 6:30 a.m.?
- A23. **Currently service starts at 6:30am. However, we are working on fixed route service schedule adjustments that may move up the start time to 6:00am. We anticipate the schedule changes will require the RFP to accommodate service hours reflecting a 6 a.m. start time.**
- Q24. Under Part IV, Item 7.C this section states "If the vehicle arrives late or early and the rider elects to take the trip, it is considered a late pickup or early pickup." Will the City consider waiving the penalty for riders electing to take a trip in the event of an early pickup? This would be in line with industry standards.
- A24. **Yes, the City would consider waiving the penalty.**
- Q25. In Part V, Item 5.D. Tab 4- Staffing and Project Organization: "The City would also like an interface of the team assigned to this Contract and City project management and team personnel." Can the City please clarify what is meant by "interface" and when this will take place? Is there anything that needs to be included in the proposal to satisfy this requirement?
- A25. **The City would like to have a clear understanding of the designated roles and responsibilities for the contractor's team and the proper communication and connections points between the team members and the City. An organization chart or summary providing the proper line of communication should be provided.**
- Q26. In Part V, Item 5.H. The reference to Tab 8 has been duplicated. Please confirm "Attachments and Addendum" should be Tab 9 and "Cost Proposal" should be Tab 10.
- A26. **Yes, please consider Tab 8 = Exceptions, Tab 9 = Attachments and Addendum, and Tab 10 = Cost Proposal**
- Q27. Please clarify whether Attachment G – Cost Proposal is to be included under the Attachments and Addendum Tab or the Cost Proposal Tab, as it is currently requested in both sections.
- A27. **Attachment G- Cost Proposal can be included under the newly numbered Tab 10 = Cost Proposal.**

Exhibit "B"

- Q28. Will the City consider the inclusion of a termination for convenience clause whereby the contractor can terminate the contract for convenience at any time by providing the City with advance written notice?
A28. **No. Due to the nature of this work, and its effect on the City's most vulnerable populations, a Contractor-dictated termination for convenience clause cannot be permitted as a new Contractor cannot be solicited for and brought on board in a timely enough manner to offset the damage to the City's transportation infrastructure.**
- Q29. What are the three biggest challenges that the City faces with regards to the services being procured?
A29. **The City is not facing nor anticipating any challenges to the services being procured at this time**
- Q30. What are the City's main goals for the next contract term?
A30. **The City's goal is to provide safe, accessible, and equitable public transportation so persons with disabilities can live independently and be economically self-sufficient.**
- Q31. What does the City wish to accomplish over the next decade for these services?
A31. **To be creative in meeting the challenges that paratransit service is facing with the population increases of seniors and persons with disabilities who will depend on specialized transit service.**
- Q32. Does this RFP represent any significant changes to the current operations?
A32. **No.**
- Q33. What is the current rate paid to the existing contractor?
A33. **An hourly rate of \$69.63.**
- Q34. What was the total amount paid to the incumbent contractor for the last two fiscal years (by year)?
A34. **October 2018 to September 2019: \$968,294
October 2017 to September 2018: \$758,133**
- Q35. Please confirm whether the contractor is to be paid gate-to-gate or from first pick-up to last drop-off.
A35. **Gate to gate. If a vehicle goes out of commission due to breakdowns, accidents, etc., that will not be considered "revenue hours".**
- Q36. What is the current level of productivity (passengers per hour) for each of the service types provided? What is the average productivity per year for each of the three past years?
A36. **The average current level of productivity is 1.65 per hours. The following is the average passenger per hour for the ADA services for the last two years, since the ADA service began in 2017.
October 2018 to September 2019: 1.67
October 2017 to September 2018: 1.60**
- Q37. In order for all bidders to accurately gauge the cost of insurance, please provide data regarding the last year's:
A37. **• Revenue miles: 135,433 and revenue hours 12,136
• Passengers, broken down by wheelchairs 2,120 vs. ambulatory 15,124
• Total miles 161,011 and total hours 12,136
• Deadhead miles 25,578 and deadhead hours Not collected**
- Q38. Would the City consider waiving all liquidated damages for the first three months of operation in the event a new contractor is selected?
A38. **Yes, the City would consider waiving the penalty for the first three months of operation.**
- Q39. How would the City like to receive start-up costs? In an effort to get an "apples to apples" comparison with all bidders, we would recommend having those costs separate, as the incumbent would not have any start-up costs.
A39. **The cost proposal sheet should reflect the total cost to the City for 5 years so please include turnkey information on the cost proposal sheet but feel free to attach additional information to further explain that annual cost.**
- Q40. Please provide average call volume, by day of the week if possible
A40. **The City does not collect this data currently.**

Exhibit "B"

- Q41. Please provide a copy of the current contract for incumbent contractor for these services.
- A41. **This must be requested in a public information request at the following website:**
<https://www.roundrocktexas.gov/departments/administration/city-clerk/public-information-requests/>
- Q42. Please provide all bidders with copies of the last three months of monthly invoices and monthly management reports
- A42. **These are attached to this addendum.**
- Q43. Please provide total staff numbers provided by the current provider by job category, or an organizational chart outlining these positions. For any shared or non-dedicated positions, please indicate the percentage dedicated to the current contract.
- A43. The current provider team structure and numbers which was proposed in the current contract is as follows:
President/CEO (1)
General Manager (2)
Mangers (7)
Supervisors (12)
One (1) dedicated to Round Rock
Dispatchers/Schedulers (14)
Three (3) are dedicated to Round Rock
Mechanics (8)
Service Agents (8)
Corporate Office/Support Personnel (10)
Vehicle Operators (200)
- Percentage dedicated to current contract by shared positions is unavailable.**
- Q44. As our company would like to retain as many of the current employees as possible, please provide a current staff list with seniority date, full or part-time status, and pay rate. Names can be stricken to protect privacy (i.e. Driver1, Dispatcher1, Dispatcher2, etc.).
- A44. **The City would encourage the retention of any current employees, however as these individuals are not City employees the City is unable to accommodate this request at this time. The current contractor's contact information is: Star Shuttle and Charter, 210-341-6000**
- Q45. In order to ensure that none of the current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for employees. Please include specific information such as a rate sheet regarding co-pays, dependent coverage, and amount of the premium paid by employer.
- A45. **As these individuals are not City employees the City is unable to accommodate this request at this time.**
- Q46. Does the contract for the incumbent contractor include extension years? If so, how many years were extended?
- A46. **The term of the contract was for five (5) consecutive twelve (12) month periods and after the initial term, the Agreement may be renewed for successive terms of twelve (12) months each, not to exceed in the aggregate two (2) such renewals.**
- Q47. What is the current level of complaints per 1,000 boardings for each of the service types provided? What is the average level of complaints per 1,000 boardings per year for each of the past three years?
- A47. **The City began providing "ADA paratransit" service in August of 2017 (previously the City was doing demand response transportation beginning in 2012), the following is the average level of complaints since the ADA services inception in 2017.**
- | | |
|------|-----|
| 2018 | .02 |
| 2019 | .05 |
- Q48. What is the current on-time performance for each of the service types provided? What is the average on time performance per year for each of the three past years?
- A48. **The City began providing "ADA paratransit" service in August of 2017; the following is the on-time performance measures since the service's inception.**
August 2017 to September 2018 – 95%
October 2018 to September 2019 – 97%

Exhibit "B"

Q49. Please provide the amount of liquidated damages that were charged to the current contractor for each month over the past year, specified by category or type.

A49. **The current contract contained no liquidated damage clauses.**

Q50. Will the City consider extending the transition period from 45 days to 90 days? 45 days is a very short window for the incoming contractor to procure vehicles, establish a facility, and implement technology. We believe that 90 days, which is standard in the industry, will promote a much smoother transition and allow sufficient time for the contractor to complete all required implementation activities. Please also provide an estimated award and go live date.

A50. **Yes, the City will consider extending the transition period from 45 days to 90 days. The resulting contract is estimated to go to Council in May 2020 and contract/transition period would begin shortly after.**

Q51. Can you please provide us with a fuel consumption report?

A51. **Please use <https://www.eia.gov/petroleum/gasdiesel/> for the fuel consumption data.**

III. **Additional Information:** Please see the attached requested pre-proposal sign-in sheet, monthly invoices, and monthly management reports.

IV. **Extension:** The proposal due date is hereby extended until Tuesday, March 3, 2019 at 3PM CST.

V. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

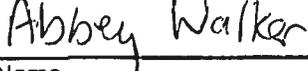
APPROVED BY:

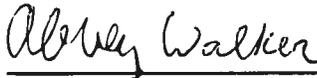

Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-218-5417

February 10, 2020

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "C"

RFP 20-007 ADA PARATRANSIT SERVICES ATTACHMENT G- COST PROPOSAL

Option 1. Champion 12 passenger + 2 WC Low Floor ADA Ramped Bus
The City reserves the right to purchase more or less than the estimated quantities below.

YEAR 1	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$12,000.00	\$144,000.00
	2	Variable Operational Costs	Revenue Hour	12,144	\$69.50	\$844,008.00
Total Cost for Year 1						\$988,008.00

YEAR 2	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$12,000.00	\$144,000.00
	2	Variable Operational Costs	Revenue Hour	12,144	\$72.50	\$880,440.00
Total Cost for Year 2						\$1,024,440.00

YEAR 3	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$12,000.00	\$144,000.00
	2	Variable Operational Costs	Revenue Hour	12,144	\$75.00	\$910,800.00
Total Cost for Year 3						\$1,054,800.00

YEAR 4	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$12,000.00	\$144,000.00
	2	Variable Operational Costs	Revenue Hour	12,144	\$77.70	\$943,588.80
Total Cost for Year 4						\$1,087,588.80

YEAR 5	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$12,000.00	\$144,000.00
	2	Variable Operational Costs	Revenue Hour	12,144	\$79.95	\$970,912.80
Total Cost for Year 5						\$1,114,912.80
Grand Total for Five Years						\$5,269,749.60

Optional: The proposer may attach on a separate sheet of paper additional options/services with cost for the City to consider.



Exhibit "D"

Cost or Price Analysis (Reasonableness) Form

(Complete After Receiving Bids, Proposals, or Quotes)

Purpose:

Federal regulations require documentation of cost analysis or price analysis for every procurement action equal to or above \$250,000 (see 2CFR § 200.323). The Cost or Price (Reasonableness) Form is used to document the analysis showing that the offered price is fair and reasonable. This form is used to document City of Round Rock's (City) estimated range of fair and reasonable costs for the goods and/or services to be acquired, including construction costs, and to document the analysis AFTER seeking bids, proposals or quotes. This form is kept as part of the procurement file to demonstrate that the procurement process was conducted in an open and fair manner and that the City received the most advantageous price. This form must be signed by the (1) Department Director to attest to completion of this required form, (2) Purchasing Manager to approve the Cost or Price Analysis (Reasonableness) Form, and (3) a Grants Compliance Team Member who is responsible for grant oversight and implementation of internal controls to meet the grant requirements.

Instructions:

1. Complete a Cost or Price Analysis (Reasonableness) form for every federal grant procurement action equal to or above \$250,000. Please complete all sections.
2. Provide documentation to support the reasonableness test (referenced below in Part II) and/or a detailed discussion of the cost or price analysis. A Determination of Cost or Price Analysis (Reasonableness) form that lacks sufficient detail cannot be approved.
3. Sign and date the form.
4. Submit completed form, along with detailed discussion and required supporting documentation, to the Purchasing Manager, or designee, for approvals.
5. Once approved by Purchasing, submit packet to the Grants Compliance Team for retention with the Grant file.

Project/Program/Grant Name: American with Disabilities (ADA) Paratransit Services RFP 20-007

PART I: PROCUREMENT TYPE

Check those that apply and attach supporting documentation:

- Interlocal Agreement or Purchasing Cooperative
- Professional Services
- Request for Proposals or Competitively Sealed Proposal or Invitation for Bid
- Other (please explain)

PART II: REASONABLENESS STANDARD

Estimated cost or price is considered fair and reasonable for the following reason(s), and if applicable, is supported by attached documentation and/or a detailed discussion of the cost or price analysis (*select at least one applicable situation*):

- Comparison of previous purchase order and contract prices with current proposed price, for the same or similar items. Both the validity of the comparison and the reasonableness of the previous price(s) have been established. *Attach the referenced purchase orders/contracts, amounts, issuance dates, and how they are similar to the current purchase.*
- Comparison with Vendor's published price lists, market prices, pricing indexes, and discount or rebate arrangements. *Attach published price list or other published pricing information used (a vendor's quotation or correspondence does not qualify as a published price list).*



Exhibit "D"

Cost or Price Analysis (Reasonableness) Form

(Complete After Receiving Bids, Proposals, or Quotes)

- Comparison of proposed price with independent cost estimate performed BEFORE receiving bids or proposals, or BEFORE receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative. Attach Independent Estimate Determination Form and underlying documentation.
Comparison of proposed price with prices obtained through market research for the same or similar items. Attach documentation of research conducted.
Analysis of Offeror's cost information. Attach cost information.
The order is priced in accordance with existing City Purchase Order No. and/or City Contract No., which was competitively established.
Other (please specify source and attach supporting documentation):

CERTIFICATION

I certify that I developed this independent estimate AFTER (1) seeking bids or proposals as required by 2CFR § 200.323 or AFTER (2) seeking quotes or proposals from interlocal agencies or a purchasing cooperative (2CFR § 200.318(e)). I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.

Prepared By:

Edna Johnson

Name and Title (Please Print)

Signature of Edna Johnson

Signature

Transportation Department

Department

Date 5/27/2020

Date

Approved By:

Department Director Signature

Approval Signature of Purchasing Manager/Supervisor

Department Director Signature

Date 5/27/2020

Date

Date 6/4/20

Date

(This section to be completed by the Finance Department. Complete)

Received by Purchasing (Purchasing Contact)

Signature of M. Solis

Received by (Grants Team Member)

Date Received

6/4/2020

Date Received:

Note: Complete and signed form is required for grant file.

Exhibit "D"



Mayor
Craig Morgan

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

Mayor Pro-Tem
Witt Baese

City Attorney
Stephan L. Sheets

Date: May 28, 2020

Subject: Cost or Price Analysis Reasonableness
2020 RFP ADA Paratransit Service

Performed By: Edna M. Johnson, Transit Coordinator 

Background: An independent cost estimate to determine fair & reasonable costs was performed prior to receiving bids for the above referenced solicitation. The evaluation team recommended Star Shuttle, Inc. to be awarded this contract based on their work plan, technical solution, qualifications & related experience, staffing & project organization and costs.

Comparison: The survey results and the rates in the current City contract anticipated the following hourly rates:

\$70.16 to \$72.07 4-5% increase per year thereafter

Star Shuttles proposed the following hourly rates for a five-year Period:

Year 1	\$69.59	
Year 2	\$72.50	4.2%
Year 3	\$75.00	2.5%
Year 4	\$77.70	2.7%
Year 5	\$79.95	2.9%

Conclusion

The bids received from Star Shuttle are below the projected costs estimates and the anticipated 4-5% increase per year is higher than the average 3% increase as proposed.

Section 0600 Best Value Evaluation Factors															
Section 0600	Criteria	Total Points	Low Price	Hendrickson Transportation Group		Star Shuttle		Maruti Fleet and Management		Vendor #4		Vendor #5		Vendor #6	
				Bid Amount	Pts	Bid Amount	Pts	Bid Amount	Pts	Bid Amount	Pts	Bid Amount	Pts	Bid Amount	Pts
1	Cost Factor #1	30	\$6,289,749.60	\$5,393,841.12	28.3	\$5,289,749.60	30.0	*	0	0	0	0	0	0	0
2	Cost Factor #2	0	\$0.00		0		0		0	0	0	0	0	0	0
3	Cost Factor #3	0	\$0.00		0		0		0	0	0	0	0	0	0
4	Cost Factor #4	0	\$0.00		0		0		0	0	0	0	0	0	0
5	Cost Factor #5	0	\$0.00		0		0		0	0	0	0	0	0	0
6	Cost Factor #6	0	\$0.00		0		0		0	0	0	0	0	0	0
TOTAL POINTS		30	\$6,289,749.60	\$5,393,841.12	28.3	\$5,289,749.60	30.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0

Formula =
(L/S)*Points

Exhibit "D"

Solicitation Number	RFP 20-007
Solicitation Description	ADA Paratransit Services



	Vendor Name	Evaluation Committee Score	Cost Proposal	Total Score		Max Possible Score
1	Hendrickson Transportation Group	0.00	29.31	29.31	of a possible	100.00
2	Star Shuttle	0.00	30.00	30.00	of a possible	100.00
3	Maruti Fleet and Management (Replace with actual vendor name)	0.00	0.00	0.00	of a possible	100.00
4	Vendor #4 (Replace with actual vendor name)	0.00	0.00	0.00	of a possible	100.00
5	Vendor #5 (Replace with actual vendor name)	0.00	0.00	0.00	of a possible	100.00
6	Vendor #6 (Replace with actual vendor name)	0.00	0.00	0.00	of a possible	100.00
	Maximum Possible Score	70.00	30.00	100.00	of a possible	100.00

Exhibit "D"

EVALUATION MATRIX
 Type of Solicitation Solicitation Number
 Solicitation Name

Evaluation Category	Maximum Points	Star Shuttle, Inc.	Hendrickson Transportation Group	Maruti Fleet and Management
Work Plan	40	33	26	*
Cost	30	30	29	*
Technical Solution	10	8	7	*
Qualifications & Related Experience	10	8	5	*
Staffing & Project Organization	10	8	6	*
Total	100	87	73	*

* Deemed non-responsive

Recommended for Award: Star Shuttle, Inc.

Exhibit "D"



Independent Estimate Determination Form

(Complete Before Receiving Bids, Proposals, or Quotes)

Purpose:

Federal regulations require documentation of an independent estimate reached for every procurement action equal to or above \$250,000 BEFORE (1) receiving bids or proposals (see 2CFR § 200.323) or BEFORE (2) receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative (see 2CFR § 200.318(e)).

The Independent Estimate Determination is a form used to document the City of Round Rock's estimated range of fair and reasonable costs for the goods and/or services to be acquired, including construction costs, and to document the analysis PRIOR to seeking bids, proposals, or quotes. This form must be signed by the (1) Department Director to attest to completion of this required form, (2) Purchasing Manager to approve the Independent Estimate Determination Form, and (3) a Grants Compliance Team Member who is responsible for grant oversight and implementation of internal controls to meet the grant requirements.

Instructions:

- 1. Complete this form for every federal grant procurement action equal to or above \$250,000 prior to either (1) advertising for bids or proposals or (2) seeking proposals from interlocal agencies or purchasing cooperatives. Please complete all sections.
2. Provide a detailed discussion of your independent estimate and attach the required supporting information. Expectation here is a memo documenting the thought process, steps taken and conclusion reached. (e.g., how the estimate was made, assumptions that were made, information/tools used, and source of information obtained)
3. Sign and date the form.
4. Submit completed form, along with detailed discussion and required supporting documentation, to the Purchasing Manager, or designee, for approvals.
5. Once approved by Purchasing, submit packet to the Grants Compliance Team for retention with the Grant file.

Project/Program/Grant Name: [Handwritten: 12-1-2015]

This Independent Estimate is for: [] Goods/Equipment [X] services [] Construction Work

Goods/Equipment

Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation).

[] Vendor survey/market survey. This may include emails and phone calls to qualified vendors to collect price estimates. Attach survey used. Current or past contracts for the same or similar product. Reference contracts, including other City contracts for the same or similar product (description and contract number, if available, is helpful).

[] Historical price and costs data. This may include historical price and costs from other cities also. Attach support for historical price and costs data used.

[] Other (please specify source and attach supporting documentation):



Independent Estimate Determination Form

(Complete Before Receiving Bids, Proposals, or Quotes)

Services or Construction Work

Source Used to Develop Independent Estimate of Services (check all that apply and attach supporting documentation):

Current or past contracts for similar services or construction work. Reference contracts (description and contract number, if available, is helpful).

Other departments or municipalities doing similar work. Attach documentation/support for the similar work and amounts used to develop the independent estimate of services.

Historical price and costs data. Attach support for historical price and costs data used.

Other (please specify source and attach supporting documentation):

CERTIFICATION

I certify that I developed this independent estimate prior to (1) seeking bids or proposals as required by 2CFR § 200.323 or before (2) seeking quotes or proposals from interlocal agencies or a purchasing cooperative (2CFR § 200.318(e)). I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.

Prepared By:

Edna M Johnson
Name and Title (Please Print)

Signature

Transportation
Department

Date

Approved By:

Department Director Signature

Approval Signature of Purchasing Manager/Supervisor

1-7-2020
Date

2/28/20
Date

(This section is to be completed by the Finance Department. A complete and signed form is required for grant file.)

Received By Purchasing (Purchasing Contact)

Date Received

Received By (Grants Team Member)

Date Received



Date: February 21, 2020

Subject: Independent Cost Estimate for 2020 RFP ADA Paratransit Service

Performed By: Edna M. Johnson, Transit Coordinator *Edna M Johnson*

Background: The industry standard for sub-contracting fixed route or ADA paratransit service is based on a cost per hour. Hourly rates consist of fuel, driver salaries, benefits, insurance, vehicle maintenance and other related operational costs. Another cost is related to capital costs (vehicles) which is usually a fixed monthly cost.

In order to complete the independent cost estimate, a survey was sent out to several cities that operate an ADA paratransit service.

There are several inherent problems with comparing costs from one service provider to another as each system will have different variables, such as who owns/purchases the vehicles and other operational costs for intake and dispatching services. Another problem is comparing the number of revenue hours as it relates to overhead.

ADA Paratransit Survey Summary

Soliciting Cost Estimates: Sent email to similar size and surrounding communities:

Entity:	Date of Response:
1. Longview, TX, Elizabeth Chappell	12/30/2019
2. Edmond, OK, Christ Batterson	12/30/2019
3. City of Georgetown (Capital Metro), Capesius	1/7/2020
4. El Paso, TX, Julio Perez	1/8/2020
5. Capital Metro (From FTA)	12/16/2020

Results:

1. Longview: Only contracts for the General Manager
2. Edmond: \$59.33/hour – Contractor does not own vehicles.
3. City of Georgetown: \$81.00/hour - Through an ILA with CARTS vehicles are owned by CARTS.
4. City of El Paso: \$42.60/hour –To increase efficiency they switched to a reimbursement rate of \$19.26/trip.
5. Capital Metro: \$40.87/hour Capital Metro provides dispatching, intake, vehicles, facilities & fuel, along with an estimated 310,000 revenue hours.

Exhibit "D"

Comparison:

Attached spreadsheet provides additional details.

Capital Metro	40.87	Current Contract Hourly Rate for Round Rock	
El Paso	42.60	Star Shuttle	69.63
Edmond	59.33		
Georgetown:	81.00		

Survey Conclusion:

Both Edmond & Georgetown operate similar type and size paratransit service. Contractor provides vehicles, dispatching and intake functions.

Average cost per hour between Edmond & Georgetown is \$70.16.

City of Round Rock ADA Paratransit Services

In addition, the City of Round Rock is currently contracting with Star Shuttle to provide ADA Paratransit Services while the new RFP is in process. The hourly rate of the current contract in FY2020 is \$69.63 with a rate increase in FY2021 to \$72.07 and in FY2022 to \$74.59. Although the City will have executed a new contract to replace the current one, the current rate schedule helps provide evidence supporting what the new rate schedule should look like.

Independent Cost Estimate Conclusion

The City of Round Rock anticipates the hourly rate in the new contract to be between \$70.16 and \$72.07 per hour with a 4-5% increase per year thereafter based on both the survey results and the rates in the current City contract.

**Americans with Disabilities (ADA) Paratransit Services
INDEPENDENT COST ESTIMATE ANALYSIS**
Solicitation Number: 20-007
Posting Date: January 13, 2020

SURVEY DATA COLLECTION

Date Survey Completed	City/Agency	Contact Name	Contact Title	Contact Email Address	Contact Phone #	Contractor Provides Both Fixed Route and Paratransit (Y or N)	Contract Start Year	Length of Contract	Number of Vehicles in Response Service (Paratransit)	Number Revenue Hours per Month (Paratransit)	Cost per hour	Other Monthly Costs	Contractor Provides Vehicles (Y/N)	Contractor Name
1/8/2020	City of El Paso San Metro	Julia Perez	Contract Compliance Manager		915 312 3025	N	12/1/2019	Initial 3 years + 1 year and 3 year options (total of 10 years)	67	Average 15,000	1st year \$19.2K/day	285,075.07/mo fixed	N	MV Transportation
1/7/2020	Buncombe County/Abususan Mobility	Matthew Cable	Community Development Division Manager		828-250-4820	Y (severed)	2011	9 years	43 (includes 5 disabled vehicles)	4,858 (2019)	\$48.46 (2019-pay by services mile)	N/A under contract	N	RAIP Dev
1/8/2020	City of Edmund/Chylink	Cheryle Berkman	Transit Program Manager		405 355-4894	Y	2009	10 years	3	1,000	\$9.33 + \$17.84	\$17.64/hr	N	McGonaid Transit/NAITDover

INFORMATION REQUEST

Date Information Provided	City/Agency	Source	Contact Title	Contact Email Address	Contact Phone #	Contractor Provides Both Fixed Route and Paratransit (Y or N)	Contract Start Year	Length of Contract	Number of Vehicles in Response Service (Paratransit)	Number Revenue Hours per Month (Paratransit)	Cost per hour	Other Monthly Costs	Contractor Provides Vehicles (Y/N)	Contractor Name
12/14/2019	Capital Metro*	Harold Tye	Procurement Coordinator		512 385-7511	N	2019	5-10 Years	1-0	310,000	48.36	20,226/month fixed	N	MTM/Red-Right
1/7/2020	City of Georgetown	N/A	Ray Miller		512-530-3522	Y	2020	1.4 w/ Cap Metro	1	1,209	81	Fixed route vehicles	Y	CAATS
N/A	City of Round Rock	Current Contract	N/A		N/A	N	2020	5 years	4	1,008	69.63	12,116.67	2 of 4	Star Shuttle

* Harold Tye, FTA Procurement Coordinator, shared an RFP Award for Capital Metro from 2018