



**BRAINERD CROW WING
PUBLIC TRANSIT**



**City of Brainerd
Transportation Advisory Committee
AGENDA**

Thursday, March 11th, 2021 from 3:00 to 4:30 pm

WebEx Meeting: 187 735 8752

Meeting password: HESKMWWd433

Phone: 1-844-992-4726, 1877358752## United States Toll Free

Call to Order / Chair Czeczok

1. Additions / Changes to Agenda (action)
 - a. House Keeping – new members
2. Approval of City TAC Meeting Minutes of December 10, 2020 (action)
3. Review Specifications for RFP (action)
 - a. Edits, ICE, and potential suitors
4. COVID Ridership (info)
 - a. 2019 vs, 2020, and 2020 graph
5. 2020 VCAR (info)
 - a. 400 and 500 series
6. 2020 Checklist (info)
7. Transit Operating Policy 2.3.3.1 update (action)
8. 2021 COVID extended funding at 100% (info)
9. Open Forum (public)
10. Committee Member Comments/Questions
11. Adjourn (action)

Committee Members: Jeff Czeczok, Mary Koep, VACANT, Nathan Bertram, VACANT, Doug Stenberg
City Council Liaison Tad Erickson

Staff Members/Others: City Engineer Sandy, Transit Coordinator Stone, Transit Assistant Gauthier,
Tina Neary (MNDOT), City Administrator Jennifer Bergman, County Administrator Tim Houle

Posted: 3/4/2021

NOTICE

IN ACCORDANCE WITH THE “MINNESOTA OPEN MEETING LAW” MINNESOTA STATUTE NO. 13D.04, THE FOLLOWING IS FOR YOUR INFORMATION:

The Transportation Advisory Committee of the City of Brainerd will meet Thursday, March 11, 2021 @ 3:00 p.m. at Brainerd City Hall in the council chambers.

**For the safety of our staff and residents, the public is invited to attend
the meeting by calling in as shown below:**

WebEx Call Toll-Free: 1-844-992-4726

Access Code: 1877358752

ANY PERSON NEEDING SPECIAL ACCOMMODATIONS, PLEASE CALL 218.454.3413.

E-mailed to Brainerd Daily Dispatch
Posted in City Hall



**BRAINERD CROW WING
PUBLIC TRANSIT**



**City Transportation Advisory Committee
Thursday, December 10, 2020 from 3:00 to 4:00 pm
Council Chambers, Brainerd City Hall and WebEx**

Transportation Committee Chair Czeczok called the meeting of the City Transportation Advisory Committee to order at 3:02 pm via WebEx/Call in to the meeting.

Noted present were Committee Members Stenberg, Bertram, Zetah, Koep, and Czeczok. Also noted present were staff Transit Coordinator Stone, City Engineer Sandy, Transit Operations Specialist Gauthier and Tina Neary (MNDOT). Some members attended via WebEx or conference call – as such, all motions were passed by rollcall vote and only nays are written below.

1. Additions/Changes to Agenda (action)

- a. MOVED AND SECONDED BY BERTRAM AND KOEP, DULY CARRIED

2. Approval of City TAC Minutes of October 22, 2020 (action)

- a. MOVED AND SECONDED BY STENBERG AND ZETAH, DULY CARRIED, TO APPROVE THE MINUTES OF THE OCTOBER 22, 2020 CITY TAC MEETING

3. Review Specifications for RFP (action)

- a. Staff presented, reviewed, and discussed the RFP – Request for Proposals for Operation of Brainerd & Crow Wing Public Transit System
 - i. Summary of TAC changes to RFP specifications on 12/10/2020:
 - 1. Section 1.1 General Instructions to Proposers – update to add that this is the City of Brainerd and Crow Wing County’s Public Transit operation and that this proposal is presented to obtain an operator for the system
 - 2. Section Attachment 1 – Add as attachment 1D City of Brainerd IT Usage Policy and Procedures
 - 3. Section Attachment 1 – Add as attachment 1E Riders Guide
 - 4. Section 4.1.3 Personnel – Update by including language related to technology usage, cell phone usage, computer usage, key card access to City buildings usage
 - ii. MOVED AND SECONDED BY BERTRAM AND STENBERG, DULY CARRIED, TO RECOMMEND ADOPTION OF THE PLAN TO CITY COUNCIL

4. RTCC Update on GTFS Flex (info)

- a. Staff shared information regarding 1 call 1 click option for transit riders and explained the advancements in GTFS Flex – Google Transit Feed System to reach transit riders further

5. Open Forum (public)

- a. There were no members of the public that attended this meeting

6. Committee Member Comments and Questions

- a. The next TAC meeting will be decided at a later date

7. Adjourn

- a. MOTION AND SECONDED BY STENBERG AND BERTRAM, DULY CARRIED, TO ADJOURN THE MEETING AT 4:23 PM.



BRAINERD CROW WING PUBLIC TRANSIT



2021 Transit RFP – Jean Meyer DOT compliance coordinator **edits summary**

1.4 Additional Required Submittals

#4. Fleet/Equipment Storage facility location within 10 miles of Brainerd City Hall and facility description (must include utilities provided) –

- *Jean Meyer note: Do you feel that a 3rd party operator will be able to secure a location based on the problems you have encountered these past 3 years?*
- *Jean Meyer note: Potentially expand to 15 miles?*

#6. Internal communications network, including methods of communicating instructions to supervisors and vehicle operators and the approach to routing/dispatching functions.

- *Jean Meyer note: Do you want to mention RouteMatch capabilities here? Also, that two way radios are used? They could provide their own methods and methods using these tools.*

2.0 Description of Transit Service

2.1 General – The available bus fleet consists of ten (10) buses. Nine active and one spare (back-up).

- *Jean Meyer note: It shows 11 in the table? 10 A 1 B”*

2.4 Definition of a Subscription/Standing Order

Demand response service in which routes and schedules are prearranged to meet the travel needs of specific riders who sign up for the service in advance. The passenger does not have to call to make an individual reservation. A maximum of two weeks is allowed for all subscription/standing orders. After the maximum, the passenger must re-commit to their travel needs. For longer periods of time, a contract and premium fare is required. Subscription service may be limited due to capacity constraints. The bus will not go over 80% capacity used for regularly recurring trips by the same person or group of people.

- *Jean Meyer note: This statement sounds as if you are providing charter services, which are not allowed. This needs to be explained better, keeping in mind allowable services.*

4.0 Services to be provided by the contractor

4.1.1 General

- *Jean Meyer note: What is your expectation on the security camera and files? If you need to have access to the memory card, then you need to state that. At the least, they need to understand the control you would want for this.*

4.2 Driving, Drivers shall #7. Operate a tablet, count money, make reports and abide by all Transit Policies.

- *Jean Meyer note: This should be taken out – drivers should not be handling money.*

4.4.1 Dispatcher Qualifications and Responsibilities

#1. Answer telephones quickly, pleasantly, and professionally at a rate of 85% of calls answered or higher. Deal courteously and effectively with passengers and the public. Records of call answering will be provided to the Contractor's Manager on a weekly basis.

- *Jean Meyer note: Do you want a expectation for any call backs – within one hour, 30 minutes, etc.?*

4.5.2 Garage , The contractor shall supply garage space for all transit vehicles, equipment, and supplies reasonably necessary for the operation of the transit system. The garage location shall be subject to approval by the Brainerd & Crow Wing Public Transit System and the City of Brainerd.

- *Jean Meyer note: You don't have the 10 mile rule here. Need to be reflective of page 9 #4.*

4.6 Fuel, Fuel for the transit vehicles shall be fully reimbursed. The contractor shall provide for the fueling at either the contractors fueling facility or shall solicit bids to fuel at a local retail outlet. Monthly invoices shall document the fuel cost, the fuel used by vehicles, and vehicle mileage. Only approved personnel will be allowed to pump fuel into the buses after receiving appropriate instructions. Currently all gasoline buses are fueled by the driver at a facility owned by Crow Wing County.

- *Jean Meyer note: To be consistent, wouldn't you want them to fuel at the City site? That way there would be no reimbursement – you would pay the city directly and it would not be included in the proposal. It is one less thing that is out of your control.*

4.8 Measurement of Quantities.

B. Transit Bus Operation, This item shall be compensation in full for expenses associated with the service hour operation of transit vehicles on a "per vehicle/per hour" basis. This should include items such as management and driver compensation and benefits, pre-trip/post trip time, travel time to first stop, break time, and cleaning of buses. This item shall be measured by actual approved published service hours provided.

- *Jean Meyer note: You state earlier that this is not part of services for route service?*

4.0 Services to be provided by the contractor

- *Jean Meyer Note: In this version the Accounting section was taken out – why?*

**Request for Proposals
For Operation Of
Brainerd & Crow Wing Public Transit System**

**City of Brainerd, Minnesota
Crow Wing County, Minnesota**

For the term July 1, 2021 to June 30, 2024

Prepared By:
Andy Stone
Transit Coordinator
Brainerd and Crow Wing Public Transit

December 2020

TABLE OF CONTENTS
SPECIFICATIONS FOR OPERATION OF
BRAINERD AND CROW WING PUBLIC TRANSIT

NOTICE TO PROPOSERS	4-5
1.0 INSTRUCTIONS TO PROPOSERS	7-14
1.1 General	7
1.2 DBE Language	7
1.3 Proposal Instructions	8
1.4 Additional Required Submittals	9-10
1.5 Evaluation Process	10-13
1.6 Proposal Protest Procedure	13-14
2.0 DESCRIPTION OF TRANSIT SERVICE	14-17
2.1 General	14
2.2 Definition of a Demand Response Service	14-15
2.3 Definition of a Deviated Route Service	14-15
2.4 Definition of a Subscription/Standing Order	15
2.5 Estimated Operating Hours – Description of Weekday Service	15
2.6 Estimated Operating Hours – Numerical Description	15-16
2.7 Fleet and Equipment Inventory	16-17
3.0 GENERAL CONTRACT CONDITIONS	17-19
3.1 Duration	17
3.2 Non-Discrimination	17
3.3 Non-Performance	17-18
3.4 Termination	18-19
3.5 Assignment	19
3.6 Ownership	19
3.7 Budgets, Routes, Schedules, Fares, Promotion	19
3.8 Performance Bond	19
4.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR	19-31
4.1 Management	19-21
4.1.1 General	19-20
4.1.2 Manager	20-21
4.1.3 Personnel	21
4.2 Driving	21-25
4.2.1 Drivers' Training	22-23
4.2.2 Driver Uniforms	23
4.2.3 Collection of Revenue	23-24
4.3 Dispatching and Communications	24
4.4 Dispatching Office	24

4.4.1	Dispatcher Qualifications and Responsibilities.....	24-25
4.5	Maintenance.....	25
4.5.1	Repairs.....	25
4.5.2	Garage.....	25
4.6	Fuel.....	26
4.7	Records and Reports.....	27
4.7.1	Complaints.....	26-27
4.8	Measurement of Quantities.....	27
4.9	Billing.....	28
4.10	Insurance.....	28-29
4.11	Independent Contractor.....	29-30
4.12	Liability.....	30-31
4.13	Regulatory Assurances.....	31
4.14	FTA Drug and Alcohol Policy.....	31

ATTACHMENTS

ATTACHMENT 1

- 1A Route Maps/Schedule
- 1B Brainerd & Crow Wing County Transit Policy
- 1C Fare Box Collection and Handling Procedures are within above Policy (2.1.6)
- 1D City of Brainerd IT Usage Policy and Procedures
- 1E Rider Guide

ATTACHMENT 2

- 2A 2021 Vehicle Maintenance Policy and Capital Asset Plan
- 2B Preventative Maintenance / Pre-trip Form

ATTACHMENT 3

- 3A Disadvantaged Business Enterprises (DBE) Special Provisions

ATTACHMENT 4

- 4A Federal Contract Clauses
- 4B Debarment and Suspension Certification
- 4C Lobbying Certification
- 4D Non-Collusion Declaration
- 4E Conflict of Interest

ATTACHMENT 5

- 5A Financial Plan Workbook
- 5B Cost Proposal Form

NOTICE OF PROPOSALS

PROPOSAL ACCEPTANCE CLOSES March 26, 2021 at 10:00 A.M. CITY OF BRAINERD, CROW WING COUNTY, MINNESOTA

Sealed proposals marked “Brainerd & Crow Wing County Service Operation” will be received at the Office of City Administrator, 501 Laurel St., Brainerd, MN 56401, until 10:00 a.m., local time, March 26, 2021, at which time they will be opened and documented as received, cataloged for all required submittals, and prepared for review. Solicitation is for the operating services to the City of Brainerd and Crow Wing County, Minnesota, for the period of July 1, 2021 through June 30, 2024 in accordance with the specifications on same.

Proposal evaluation will occur March 29, 2021 and may be considered by the Brainerd City Council at their regular meeting on April 19, 2021. The Brainerd City Council reserves the right to review the proposals later, if necessary, to allow for further consideration and proposer presentations prior to acting.

Brainerd & Crow Wing Public Transit System is a citywide/countywide public transit service subsidized with state and federal public transit dollars, which utilizes small chassis cut-away buses to transport passengers. The proposer understands that the Transit System belongs to The City of Brainerd and Crow Wing County, and the proposal presented is for the operation of the transit system.

Specifications and proposal forms may be obtained, at no cost, from the City of Brainerd website located at www.ci.brainerd.mn.us. All proposals must be submitted on the proposal forms furnished. The contact person for all communication involving the RFP is:

Transit Coordinator
501 Laurel Street
Brainerd, MN 56401
218-454-3413
astone@ci.brainerd.mn.us

Other Brainerd & Crow Wing Transit System personnel or its representatives are not allowed to discuss the RFP with anyone, including potential responders, before the RFP submission deadline.

All proposals shall be sealed with the proposer's name and address clearly identified on the outside of packet. The Brainerd & Crow Wing Transit System does not require a proposal guaranty, cash deposit, and/or proposal bond for this RFP.

The FTA is or will be providing federal assistance for this project in an estimated expected amount of \$~~366,400~~671,612 annually; the [Catalog of Federal Domestic Federal Assistance Listing \(CFDA\)](#) number is 20.509.

Formatted: Not Highlight

Disadvantaged Business Enterprises (DBE) Special Provisions: The Mn/DOT Office of EEO/Contract Management has assigned a Race/Gender Neutral DBE goal to this project. Bidders are directed to read the Disadvantage Business Enterprise (DBE) Special Provision race/gender neutral goal in Attachment 3. The Disadvantage Business Enterprise Special Provisions explains how to comply with the DBE requirements.

The City of Brainerd reserves the right to select the most advantageous offer by evaluation and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A 'premium' is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value.

By Order of the City Council, City of Brainerd

February 15, 2021

Jennifer Bergman – City Administrator

Publish: Wednesday February 17th, 2021 & Wednesday February 24th, 2021 in Brainerd Dispatch Newspaper

Publish: Monday February 22, 2021 in Minnesota State Register

[THIS SPACE LEFT BLANK INTENTIONALLY]

SPECIFICATIONS FOR OPERATION OF BRAINERD AND CROW WING PUBLIC TRANSIT

1.0 INSTRUCTIONS FOR PROPOSALS

1.1 General

The City of Brainerd is inviting proposals for the operation of Brainerd & Crow Wing Public Transit System, hereinafter referred to as Brainerd & Crow Wing Public Transit. The Contract shall be in effect for a three-year period beginning July 1, 2021 and ending on June 30, 2024.

The City of Brainerd reserves the right to select the most advantageous offer by evaluation and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A ‘premium’ is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value.

Proposers shall acquaint themselves with, and shall comply with all applicable federal, state, and local statutes, rules, and ordinances. The City of Brainerd may also require the Proposer to modify their operations under the Contract if such modifications do not impose any additional costs to the Contractor.

The successful Proposer shall be required to enter a Contract with the City of Brainerd on a form provided by the City of Brainerd. The contract shall consist of the RFP Specifications and Attachments and the Contract Form.

The FTA is or will be providing federal assistance for this project in an estimated expected amount of ~~\$366,400~~ \$671,612 annually; the Catalog of Federal Domestic Assistance Listing (CFDA)-number is 20.509.

Formatted: Not Highlight

Any questions that the Proposer may have regarding the interpretation of the Specifications shall be submitted in writing (via regular mail or as an email) to Transit Coordinator, at the address listed in the Notice to Proposer, prior to March 26, 2021. *Email questions to astone@ci.brainerd.mn.us will also be accepted until the foregoing date.*

1.2 DBE Language

Disadvantaged Business Enterprises (DBE) Special Provisions: The Mn/DOT Office of EEO/Contract Management has assigned a Race/Gender Neutral DBE goal to this project. Bidders are directed to read the Disadvantage Business Enterprise (DBE) Special Provision race/gender neutral goal in Attachment 3. The Disadvantage Business Enterprise Special Provisions explains how to comply with the DBE requirements. **See pages 1 and 2 regarding documents that a bidder must submit with its bid proposal. The form required in the bid can be found on page 3 of the (DBE) Special Provisions.**

1.3 Proposal Instructions

The Proposer shall use the Proposal Form and the Financial Plan Workbook Form included herein.

The Base Proposal includes all identified components within the RFP to perform work necessary to operate Brainerd & Crow Wing Public Transit system for the contract period beginning July 1, 2021 and ending on June 30, 2024. Routes will only be paid for by the actual service hours provided to the public, and does not include pre-trip, post-trip, break periods, or travel time to/from the first/last stop. The contractor will only be paid for those actual hours in which the buses are operated “in service” (published transit service hours) in accordance with these specifications. Buses are expected to arrive at their scheduled first stops in accordance with the beginning of the daily service hours and as late as the final stops of the scheduled daily service hours. Example: If there is a scheduled pick-up for 6:00 am the bus will be expected to arrive at the pickup address at 6:00 am. Additionally, no passengers should be on the bus outside of the published/scheduled service hours.

Compensation for providing transit operation services under this contract is based on actual **SERVICE** hours of operation and monthly fixed costs. The estimated SERVICE hours of operation are based on operating nine transit buses on a full and part time basis. The potential exists for the operating hours, and dispatching hours to be reduced or changed during the term of this contract; therefore, it is very important for bidders to determine what costs are fixed and should be included in the monthly lump sum unit cost and what costs are directly related to operation of a vehicle and dispatching, which should be the basis of the hourly unit cost. Under this contract there will be no adjustment of hourly unit costs if hours of operation hours are adjusted. Proposals must outline break and lunch policies. The eventual contract will not take into consideration lunch periods and breaks as actual reimbursable service hours, nor the aforementioned items of vehicle inspections or travel time.

The Proposer must complete the line items necessary, including narrative/comment section (detailed FTE's as well as complete description of personnel must be included), in the Financial Plan Workbook form (See Attachment 5). This workbook covers all areas the Proposer deems necessary for the operations of the transit system and is contained within the proposal price. Submitted information in the Financial Plan Workbook deemed proprietary should be marked as such.

Submit a completed single-sided Proposal, along with completed “Financial Plan Workbook” form, “Proposal” form, Bidders List from the DBE attachment, and all signed documents in Attachment 4, to the City of Brainerd, 501 Laurel Street, Brainerd, MN 56401.

All bid proposals shall be sealed and addressed to the City of Brainerd, Transit Proposal, 501 Laurel Street, Brainerd, MN 56401. Proposals are due prior to 10:00 a.m., local time, March 26, 2021. Proposers name and address must be clearly identified on the outside of packet.

1.4 Additional Required Submittals

The Proposer must submit the following information with the Proposal:

1. How the Contractor proposes to provide managerial, operation and dispatching services for the public transit system as outlined in these specifications; including but not limited to:
 - a. Management approach and methodology
 - b. Driver supervision approach, including management of road supervision
 - c. Experience with FTA Uniform System of Accounts and monthly reporting
 - d. Relevant Fare Collection experience
 - e. Training Program for all personnel – specify program for each unit of personnel
 - f. Customer Service approach
 - g. Safety, Security and Risk Management Plan
2. Qualifications of Proposed Agency and Personnel (Including but not limited to the following)
 - a. Experience as a Public Transit service provider, including fleet management
 - b. Capacity to perform contract requirements
 - c. Experience with ITS technologies (Transit uses RouteMatch)
 - ~~d.~~ d. Qualifications and experience of all proposed Administrative, Supervisory,
~~e-d.~~ e-d. Management personnel
 - ~~f-e.~~ f-e. Recruitment, hiring and retraining program for Drivers and/or Dispatchers
 - ~~g-f.~~ g-f. Organizational Chart detailing structure and reporting relationships
3. What office accommodations proposer will provide and the location (within the service area) thereof.
4. Fleet/Equipment Storage facility location within 10 miles of Brainerd City Hall) and facility description (must include utilities provided).
5. Maintenance and Equipment Plan
 - a. Ability to follow and comply with Brainerd & Crow Wing Public Transit Vehicle Maintenance Plan. (Attachment 2)
 - b. Approach to Road Call Management
 - c. Proposed Fleet Management records and reporting.
 - d. Safety Record

Commented [MJM(1)]: Do you feel that a 3rd party operator will be able to secure a location based on the problems you have encountered these past 3 years?

Commented [AS2R1]: yes

Commented [MJM(3)]: Potentially expand to 15 miles?

Commented [AS4R3]: No – stay at 10

6. Internal communications network, including methods of communicating instructions to supervisors and vehicle operators and the approach to routing/dispatching functions.

Commented [MJM(5)]: Do you want to mention RouteMatch capabilities here? Also, that two way radios are used? They could provide their own methods and methods using these tools.

Commented [AS6R5]: RouteMatch and 2-ways are listed as provided. This question is more open-ended

The Proposer must also submit, along with the Proposal, a resume consisting of the following information:

1. Three (3) professional references.
2. Three (3) credit references, including a reference from a bank. It is understood that the Finance Director, City of Brainerd may contact each reference to solicit information regarding the character, credit, and other information concerning the Proposer
3. Locations of residence during the past five (5) years.
4. Job descriptions for Transit Operator/Bus driver, Dispatcher, and other transit staff, including types of driving and operating licenses currently held. If no license is held, explain why.
5. Hiring qualifications for each transit position.
6. Employee Handbook.
7. Personnel Policies.
8. Experience – at least three (3) years' experience in or associated with the management of a bus, limousine or taxicab business is desired.

1.5 Evaluation Process

1. General

Proposals submitted in response to this RFP will be evaluated and scored by the Evaluation Committee established by the City of Brainerd, in accordance with the criteria outlined below.

The primary desire of the City of Brainerd for this procurement is to ensure an award will be made based on the highest quality of service that best matches the Brainerd & Crow Wing Public Transit System requirements using the Federal Transit Administration's (FTA C 4220.1F) "Best Value" methodology. Per FTA's Third-Party Contracting Guidance, "Best Value" is defined as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

The staff Evaluation Committee will make a recommendation based upon the Evaluation Committees' determination of the responsible Offeror whose proposal is most advantageous to the Brainerd & Crow Wing Public Transit System.

2. Cost (Tradeoff Evaluation)

The offerors cost proposal will be evaluated alongside the Technical merit offered by each proposer in a tradeoff fashion as per FTA "best value selection methodology" as detailed within the FTA Best Practices Procurement Manual. As required by the FTA Best Practices Procurement Manual, Chapter 4, Methods of Solicitation and Selection, the Brainerd & Crow Wing Public Transit System declares the following: **all evaluation criteria factors other than cost, when combined, are significantly more important than cost alone.**

If two or more proposals are considered by the Evaluation Committee to be basically equal in their technical merit, the evaluated cost or price becomes more important; in such a case, cost or price may ultimately be the deciding factor. Accordingly, the Evaluation Committee may not necessarily make a recommendation to award to the proposer with the highest technical ranking nor make a recommendation to award to the proposer with the lowest price proposal, if doing so would not be in the overall best interest of the Brainerd & Crow Wing Public Transit Systems program.

3. Evaluation Criteria Matrix

The following items make up the evaluation criteria (and their respective weights), which the Brainerd & Crow Wing Public Transit System will use in evaluating the technical merit of proposals submitted in response to this RFP.

Evaluation Criteria	Weight Percentage
A. Technical / Operations	40%
B. Quality of Proposed Personnel	20%
C. Performance / Financial	20%
D. Management Plan	20%

4. Evaluation Criteria Considerations

A. Selected Evaluation Criteria within Content of Technical/Operations Proposal Technical/Operations (40%)

1. Qualifications (40%) (Listed in order of importance)
 - Experience with providing Public Transit Service of similar size and scope.
 - Experience with operating and maintaining a fleet of similar size.
 - Capacity to perform contract requirements.

- Experience with implementing and maintaining Intelligent Transportation System Technologies.
- Creative ideas offered to improve service.

2. Personnel Plan (20%) (Listed in order of importance)

- Recruitment/hiring/training/supervising/discipline plan
- Proposed training and or retraining program for maintenance personnel, vehicle operators, schedulers/dispatchers, and supervisors

3. Proposed Management and Operations Plan (20%) (Listed in order of importance)

- Proposed Approach and Methodology
- Organizational Chart detailing organizational structure and reporting relationships
- Proposed Road Supervision Approach (insurances to driver compliance)
- Proposed Customer Service Approach
- Proposed Safety, Security and Risk Management Plan
- Proposed Internal Communications Network, including methods of communicating instructions to supervisors and vehicle operators and the approach to routing/dispatching functions.

4. Proposed Maintenance and Equipment Plan (20%) (Listed in order of importance)

- Safety Record
- Ability to comply with Vehicle Maintenance Plan and Capital Asset Management Plan provided by the agency
- Proposed Bus Wash Plan and Interior Cleaning Plan
- Approach to Road Call Management
- Experience with Fleet Management Software or proposed management procedures
- Ability to comply with Manufacturers warranties

B. Selected Evaluation Criteria within Content of Quality of Proposed Personnel (20%) (Listed in order of importance)

- Qualifications and Experience of proposed General Manager.
- Proposal to comply with Labor Requirements and proposed Wage and Benefit Plan.
- Qualifications and Experience of proposed Maintenance Manager and/or Plan.
- Qualifications and Experience of proposed Operations Manager

- Recruiting, hiring, training, and retraining program for Drivers and Dispatchers

**C. Selected Evaluation Criteria within Content of Performance / Financial (20%)
(Listed in order of importance) Reference Checks**

- Applicability of Past Performance References
- Applicability of Financial / Credit References
- Responsiveness of Proposer in addressing and correcting problems
- Management Staff's ability to meet the expectations and needs of the transit agency
- Proposer's customer service, as provided by current bus operator staff

D. Selected Evaluation Criteria within Content of Ability to Conform to Management Plan (20%)

- Evaluation Committee may conduct interviews with the proposed management staff to determine their ability in understanding the transit services, level of qualifications, understanding the contractual cost reimbursement language, and their management capabilities.

5. Notification to Unsuccessful Proposals

Unsuccessful Proposers shall be notified of Brainerd & Crow Wing Public Transit System's Evaluation Committee's recommendation of award to the successful Proposer within five (5) working days of said recommendation.

1.6 Proposal Protest Procedure

1. A formal letter of protest must be received at the City of Brainerd, 501 Laurel Street, Brainerd, MN 56401 to the attention of the City Administrator, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. Brainerd & Crow Wing Public Transit System will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The Brainerd & Crow Wing Public Transit System may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above-mentioned response time.
3. If the complainant, after receiving the final written response from the Brainerd & Crow Wing Public Transit System, is not satisfied that the reason for protest has

been sufficiently resolved, he/she may file a request for an appeal to be heard by the City Council, City of Brainerd. Such request must be written and received within the (10) business days from the date of the Brainerd & Crow Wing Public Transit Systems response letter. The letter shall be made to the attention of the City Administrator, who will schedule the hearing for the next available meeting of the Brainerd City Council and inform the complainant in writing of said date and time.

4. The Brainerd & Crow Wing Public Transit system will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved.

2.0 DESCRIPTION OF TRANSIT SERVICE

2.1 General

The Brainerd & Crow Wing Public Transit system provides approximately 80,000 rides annually to the major population centers of Crow Wing and portions of Cass Counties. Currently, these are the cities of Brainerd, Baxter, Crosby area, Pequot Lakes area and Pine River (See Attachment 1a).

The available bus fleet consists of ten (10) buses. Nine active and one spare (back-up).

Current published bus service schedule, subject to authorization for any changes.

Commented [MJM(7)]: It shows 11 in the table? 10 A 1 B

Commented [AS8R7]: The 11th bus is the new, unordered bus - deleted

2.2 Definition of A Demand Response Service

A transportation service characterized by flexible routing and scheduling to provide curb to curb or point-to-point transportation at the user's demand and is provided to patrons who request service by telephone, either on an ad hoc or subscription basis. (Subject to availability and system capacity)

2.3 Definition of A Deviated Response Service

Transportation service from which a vehicle is operated on a standard route, from which it may deviate from time to time, in response to a demand for its service or to take a passenger to a destination, after which it returns to its standard route.

The bus will deviate from the standard commuter County route along Hwy 210 or Hwy 371 up to 1 mile. Deviation within the city limits of Brainerd and Baxter shall be 1 block. The standard route schedule shall include the arrival/departure time from drop-off/pick-up destinations, plus major intermediate stops. If the bus is ahead of schedule when arriving at an established stop/waypoint, the driver shall delay departure to the scheduled time. Between established stops/waypoints, the time the bus passes a particular location on the route may vary by as much as ten minutes depending on the number of deviations.

2.4 Definition of A Subscription/Standing Order

Repeating Demand Response service in which ~~routes and schedules are e-prearranged~~ for ~~meet the travel needs of specific~~ riders who sign up for the service in advance. The passenger does not have to call to make an individual reservation. A maximum of two weeks is allowed for all subscription/standing orders. After the maximum, the passenger must re-commit to their travel needs. For longer periods of time, a contract and premium fare is required. Subscription service may be limited due to capacity constraints. The bus will not go over 80% capacity used for regularly recurring trips by the same person or group of people. Charter Service is strictly prohibited.

Commented [MJM(9)]: This statement sounds as if you are providing charter services, which are not allowed. This needs to be explained better, keeping in mind allowable services.

Commented [AS10R9]: reworded

2.5 Estimated Operating Hours -Description of Weekday Service

On weekdays, five buses provide Demand Response service within the corporate city limits of Brainerd and Baxter. One bus starts at 8:00 am and runs until 6:00 pm. One bus starts at 8:00 and runs until 4:30 pm. One bus starts from 6:00 to 4:30 pm. Two buses run from 7:00 am to 4:30 pm.

Three additional buses operate on a Route Deviation service between the hours of 7:15 a.m. and 4:30 p.m. in Crow Wing County. Two Buses are scheduled and operate Monday through Friday while the third bus operates Tuesday through Thursday. This Route Deviation service is available in specific cities and areas in Crow Wing County including Brainerd and Baxter at specified times.

One bus operates Demand Response service between the hours of 8:15 am and 3:45 pm three days per week Tuesday through Thursday in the City of Pine River, Cass County.

For ALL Services, Buses are expected to arrive at their scheduled first stops in accordance with the beginning of the daily service hours and as late as the final stops of the scheduled daily service hours. Example: If there is a scheduled pick-up for 6:00 am the bus will be expected to arrive at the pickup address at 6:00 am. Routes will only be paid for by the actual published **service hours** provided to the public, and does not include pre-trip, post-trip, break periods, or travel time to/from the first/last stop. The contractor will only be paid for those actual hours in which the buses are operated “in service” in accordance with these specifications.

Holidays upon which bus service is currently not provided are: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day. Holidays are subject to change based on the City’s authority to establish Holidays.

2.6 Estimated Operating Hours – Numerical Description

The approximate operating hours for each of the routes is as follows:

Service Hours provided to the public				
<i>Route</i>	<i>Days of Week</i>	<i>Hours of Service</i>	<i># hours/day</i>	<i># hours/week</i>
City Demand 1, late	Mon – Fri	8:00 am – 6:00 pm	10.0 hrs/day	50.0
City Demand 2	Mon – Fri	8:00 am – 4:30 pm	8.5 hrs/day	42.5
City Demand 3, early	Mon – Fri	6:00 am – 4:30 pm	10.5 hrs/day	52.5
City Demand 4	Mon – Fri	7:00 am – 4:30 pm	9.5 hrs/day	47.5
City Demand 5	Mon – Fri	7:00 am – 4:30 pm	9.5 hrs/day	47.5
County Deviation Hwy 371 Pequot	Mon - Fri	7:15 – 4:30 pm	9.25 hrs/day	46.25
County Deviation Hwy 210 Crosby	Mon - Fri	7:15 – 4:30 pm	9.25 hrs/day	46.25
County Deviation 1	Tues-Thurs	7:15 – 4:30 pm	9.25 hrs/day	27.75
Pine River Demand 1	Tues-Thurs	8:15 – 3:45 pm	7.5 hrs/day	22.5
Approx 19,455 hours/year			Approx 382.75 hours/week	
Dispatching –phone and RouteMatch		6:00 am – 6:00 pm	Approx 60 hours/week	

These service levels are approximate and are subject to the availability of necessary Federal, State, and local funding, as well as the needs of the community, and are subject to change. **Service hours calculated do not take into consideration the number of hours needed for pre-trip/post-trip safety inspections or travel time to/from the first pickup or the last drop off in the service area. Service hours do not include break hours which is not reimbursed by the City. Coverage for break periods must be provided by the contractor. This should be calculated into the total hourly cost to provide drivers and dispatchers for the service.**

2.7 Fleet and Equipment Inventory

The Brainerd & Crow Wing Public Transit System will provide the following equipment:

FLEET INVENTORY									
<i>Local Unit #</i>	<i>VIN # (last 5)</i>	<i>Active/ Backup</i>	<i>Class</i>	<i>Fuel Type</i>	<i>Model Year</i>	<i>Model</i>	<i>Type of Lift</i>	<i># of A/B seats</i>	<i># of w/c</i>
114	70129	B	400	Diesel	2013	Chev / Goshen	Braun	19	3
119	16386	A	400	Diesel	2013	Chevy Goshen	Braun	16	3
142	99632	A	400	Diesel	2014	Chev / Goshen	Braun	18	3
141	99235	A	400	Diesel	2014	Chev / Goshen	Braun	18	3
155	28273	A	500	Diesel	2016	Int'l/Goshen	Braun	33	3
161	17819	A	400	Diesel	2017	Chev / Goshen	Braun	19	3
171	60919	A	400	Gas	2017	Ford/Elkhart	Braun	20	2

172	01479	A	400	Gas	2018	Ford/Elkhart	Braun	20	2
181	04645	A	400	Gas	2019	Ford/Elkhart	Braun	20	2
191	60607	A	400	Gas	2019	Ford/Elkhart	Braun	20	2
201	new	new	400	Gas		Ford/Elkhart	Braun	20	2

All Brainerd & Crow Wing Public Transit System revenue transit vehicles are equipped with manual fare boxes and vaults.

All Brainerd & Crow Wing Public Transit System revenue transit vehicles are equipped with Motorola radios and Samsung tablets. (The system includes a base radio system, and antenna located at Brainerd City Hall).

The Brainerd & Crow Wing Public Transit System's fleet has a back-up vehicle to ensure daily operations of the Demand Responsive and Route Deviated services. (See fleet inventory)

ADDITIONAL EQUIPMENT INVENTORY (Dispatch use)			
YEAR	ITEM	DESCRIPTION	LOCATION
2014+	Samsung Tablets	Electronic Clipboard	Bus mounted
2014+	RouteMatch	Dispatching Software	Brainerd City Hall
2016	Telephone	Cisco	Brainerd City Hall
2002	Two-Way Base	Motorola 6700	Brainerd City Hall
2002	Two-Way Antenna	Motorola	Brainerd City Hall
2015+	Office Equipment	Misc.	Brainerd City Hall
2020+	Desktop Computers	Dell and monitors	Brainerd City Hall
2014+	10 bus A/V systems	AngelTrax	Bus mounted

3.0 GENERAL CONTRACT CONDITIONS

3.1 Duration

The Contract shall be in effect for a 3-year period from beginning July 1, 2021 and ending on June 30, 2024.

3.2 Non-Discrimination

Public transportation shall be available to all persons, regardless of race, creed, color, national origin, religion, age, sex, or disability.

3.3 Non-Performance

The operator shall provide the City with prompt, reliable and quality transportation service. The City of Brainerd will require strict adherence to the terms and specifications of the contract to be awarded, including but not limited to all related schedules, maintenance of equipment, employment of qualified personnel, enforcement of all city policies and state and federal laws,

rules, and regulations. Failure to provide this service shall be considered nonperformance under the contract. The following shall constitute nonperformance and the City shall be entitled to liquidating damages in the amount of \$75.00 per hour or actual damages.

- A. Failure of operator to notify the City of vehicle breakdowns, accidents, injuries, or other unusual occurrences within one hour.
- B. Failure of operator to comply with the procedures and the rules and regulations established by the City and all conditions of this contract.
- C. Failure of operator to provide necessary reports, information, or other required data relating to the public transit system.
- D. Failure of operator to maintain and repair vehicles adequately pursuant to the Maintenance Policy.
- E. Violations of any related city policies, operating procedures and/or State and Federal laws rules and regulations.
- F. Failure of operator to have an adequate number of properly trained drivers and dispatchers to cover the day's routes and service hours.
- G. Failure of operator to answer the dispatch telephone promptly and consistently at a rate of 85% or higher daily.
- H. Inappropriate driver or operator behavior, language, or procedures in dealing with passengers, city staff, or the public.
- I. Failure to accurately enter every trip into RouteMatch. Every ride requires a trip entered.

In the event the City determines the operator has exhibited any of the above, the City shall notify the operator within one week of determining such occurrence. At the time of notification, the operator will be given an opportunity to be heard regarding the incident of non-performance. The operator, City Engineer, and Transit Coordinator will meet and review the incident at the operator's request. Appeals regarding non-performance items may be taken to the City Administrator or City Council. Notwithstanding anything to the contrary set forth in a provision, the remedy set forth in the first paragraph of this section shall not be the exclusive remedy of the City. The City reserves the right to pursue whatever other remedies may be available to it and in all events shall not be the exclusive or final remedy. Unreasonable and/or multiple violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract.

3.4 **Termination**

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the Brainerd & Crow Wing Public Transit

Board (TAC) or its designated representative, then the City of Brainerd may, at its opinion, terminate the Contract without further obligation on the part of the City of Brainerd and/or Crow Wing County to the Contractor except for the expenses incurred prior to the termination. If the Brainerd & Crow Wing Public Transit or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the City of Brainerd may suspend service for so long a period as they deem necessary.

3.5 Assignment

This Contract or any part thereof may not be assigned by the Contractor without prior written consent of the Brainerd & Crow Wing Public Transit System and the City of Brainerd.

3.6 Ownership

Buses, fare boxes, communication equipment, and all technology resources and related data will be furnished by the Brainerd & Crow Wing Public Transit System and shall remain the property of the City of Brainerd and Crow Wing County. The Contractor shall maintain the buses in as good a condition as received, normal wear and tear expected.

Under no circumstances shall the city owned vehicles or equipment, or other materials associated with the public transit system to be used for, or in conjunction with, any personal use or other business operations other than those services set forth in this contract.

To maintain program and transit system identity, the public transit vehicles shall not be used for charter or private purposes.

3.7 Budgets, Routes, Schedules, Fares, Promotion

The Brainerd & Crow Wing Public Transit system retains the authority to establish and determine routes and schedules of service for public transportation in the transit system. The authority to fix and alter fares, changes connected to operation of the transportation system and the authority to conduct marketing, public relations programs and promote the use of the transportation system shall remain with the Brainerd & Crow Wing Public Transit system. If requested by the Brainerd & Crow Wing Public Transit System, the Contractor shall make recommendations to the Brainerd & Crow Wing Public Transit System relating to service extensions, route planning and Transit service policies (See Attachment 1).

3.8 Performance Bond

THE CITY OF BRAINERD WILL NOT REQUIRE A PERFORMANCE BOND AS PART OF THIS CONTRACT.

4.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 Management

4.1.1 **General**

The Contractor shall provide the managerial services as are usual and customary for sound and effective operation of a public transportation system, and to provide, but not be limited to, the following services:

1. General Daily Operations.
2. Safety, driving, dispatching and public relations training.
3. Operations and maintenance accounting and office management.
4. Equipment Maintenance.
5. Adherence to fare collection policy (attachment #1c)
6. Daily interior cleaning/sanitizing and, as weather allows, washing of the buses.
7. Office and garage accommodations.
8. Dispatching services including routing and dispatching software and MDC's or similar mobile device for each bus.
9. Recording, resolving, and maintaining a log of customer complaints.
10. Labor/employee relations and personnel management along with providing copies of disciplinary actions taken against employees for non-compliance of personnel policies of the contractor.
11. Performance and recording of daily bus preventive maintenance check and copied to Transit Coordinator. (See Attachment2b)
12. Provide driver uniforms as approved by Brainerd & Crow Wing Public Transit.
13. Adopt and comply with drug and alcohol policies, procedures, and testing, as required by the Federal Transit Authority (FTA) and/or Mn/DOT. A copy of policy must be provided to City.
14. Provide driver training to include defensive driving, passenger assistance, maltreatment awareness, first aid/CPR, customer relations, and civil rights.
15. Training to be scheduled through an approved Mn/DOT Training Program within 6 months of driver hire date.
16. ALL security issues, including keys, tablets, cameras, network access, database, website, etc. shall be under the City of Brainerd's complete authority.

Commented [MJM(11)]: What is your expectation on the security camera and files? If you need to have access to the memory card, then you need to state that. At the least, they need to understand the control you would want for this.

Commented [AS12R11]: Add item #16

4.1.2 **Manager**

The Contractor shall furnish a manager, at his/her own expense, who shall assume active management of the transit system for and on behalf of the Brainerd & Crow Wing Public Transit System. The Contractor shall submit its manager's name and qualifications (resume) as a part of their proposal. The manager should have the ability and time to manage staff that are housed in a City provided facility.

4.1.3 **Personnel**

Contractor shall employ, train, supervise, provides wages and workers compensation to qualified, licensed and responsible drivers and dispatcher employees in a sufficient number to operate an efficient transit service as outlined in these specifications. Contractor shall maintain and provide documentation of current CDL, endorsements, DOT physical, and Drug and Alcohol tests before driver assumes duty of operating City owned equipment along with a certification letter provided with each monthly invoice in which ensures that all drivers provided by the Contractor are properly licensed and tested. The Contractor shall furnish qualified, licensed, and responsible drivers necessary for the safe operation of buses used in providing service and shall furnish all other necessary personnel for continued operation of the service, including but not limited to; dispatching, maintenance, cleaning and washing, operations and maintenance, accounting, legal, clerical, and managerial personnel, and will assume all labor and other contractual obligations thereto.

It is specifically understood that all personnel furnished by the Contractor in connection with the performance of service shall be and remain the employees of the Contractor. The Contractor shall pay all wages, salaries, fringe benefits, social security taxes, workers compensation and unemployment compensation or other contributions as required by law. The Contractor shall be considered an "Independent Contractor" as the term is used under the laws of the State of Minnesota.

- The Contractor shall abide by all federal, state, and local laws, rules, ordinances with respect to its employees.
- The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, or national origin.
- The Contractor shall take affirmative action to ensure that applicants employed and that employees are treated during employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following:
- Employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, age or national origin.

4.2 **Driving**

The Contractor shall provide driving services required and as set forth below and elsewhere in the Specifications. Contractor shall submit a copy of driver job description and hiring qualifications with proposal. At a minimum, drivers shall be required to:

Drivers shall:

1. Possess a valid Minnesota Commercial Driver's License appropriate for the size of the bus being driven along with all proper endorsements.
2. Possess a valid DOT Physical Examination card and have the physical ability to assist passengers with disabilities and passengers with carry-on parcels.
3. Be able to read, write and speak the English Language.
4. Have knowledge of roads and major activity centers in the transit service area.
5. Have knowledge of and be trained in the use of handicapped lift and security devices including tie downs and shoulder belts.
6. Have knowledge and ability to perform preventive maintenance / pre-trip checks (See Attachment 2b).
7. Operate a tablet, count money **deposited into the farebox (confirmation of correct fare)**, make reports and abide by all Transit Policies.
8. Be neat in appearance.
9. Willingly assist public passengers in a courteous and respectful manner.
10. Maintain fuel and fluids in the transit vehicle and document on daily log sheets.
11. Deal courteously and effectively with passengers and the public.
12. Be informed that they are responsible for the lives of the public passengers.
13. Have driven a motor vehicle or vehicles at least 10,000 miles prior to employment.
14. Be screened by the Contractor for driving record, background check and driving violations. Anyone convicted within the past five (5) years of (a) driving while under the influence of drugs, intoxicating liquor or non-intoxicating malt beverages or (b) careless or reckless driving, shall not be considered for employment
15. Submit to pre-employment and ongoing random drug tests throughout employment, in accordance with FTA 49 CFR Part 655 and 49 CFR Part 40, as amended. Provide negative results. Comply with Federal FTA Drug and Alcohol Policies.
16. Obey all traffic laws.

Commented [MJM(13)]: This should be taken out – drivers should not be handling money

Commented [AS14R13]: They do not touch money, but need to verify the fare

4.2.1 **Drivers' Training**

Primary and substitute drivers shall receive the following training on an ongoing basis and provide City the records of such training:

1. Classroom defensive driving.
2. Passenger assistance.
3. Abuse awareness and prevention (child & elderly).
4. First Aid/CPR.
5. Drug & alcohol training, FTA Regulations.

Operators and their drivers are encouraged to attend any or all Mn/DOT Transit training sessions offered.

Anyone convicted within five (5) years prior to employment of (a) a crime involving harm to a person or (b) driving while under the influence of drugs or intoxicating liquor or non-intoxicating malt beverages or careless or reckless driving shall not be considered for employment. The Contractor shall provide a monthly certification statement to the Brainerd & Crow Wing Public Transit that each driver has been properly trained and licensed, and is physically, mentally, and legally qualified to operate the vehicle and to assist passengers. No person shall drive a transit vehicle without this certification. The manager shall not permit a driver to drive if the driver has consumed an intoxicating liquor or non-intoxicating liquor or non-intoxicating malt beverages or a drug within eight hours prior to the time he/she begins driving, or if the driver is intoxicated or is under the influence of a drug which would influence driving ability when he/she is to begin driving.

It is the policy of Brainerd & Crow Wing Public Transit to uphold the safety of all Brainerd, Baxter, and Greater Crow Wing County residents. Therefore, if a driver employed by the contractor, while driving an Agency bus, is involved in any moving violation of the traffic laws of the State of Minnesota, or is found to bear most of the responsibility for causing a traffic accident or collision of any description, that driver will be subject to discipline up to and/or including immediate termination and/or the following disciplinary steps:

1. First Offense: Verbal warning from the contracted Transit Manager copied to Transportation Coordinator.
2. Second Offense: Written warning from the contracted Transit Manager copied to Transportation Coordinator.
3. Third Offense: Driver's employment as contracted driver is terminated.

4.2.2 Driver Uniforms

The Operator shall provide or require the employees to provide and wear clean, seasonably appropriate uniform shirt and jacket and identification badge. The Operator shall require the employees to wear clean trousers or knee length uniform style shorts and appropriate footwear. Any further uniform requirements will be provided by the Brainerd & Crow Wing Public Transit System.

4.2.3 Collection of Revenue

All revenues derived from the operation of the transit system shall be and remain from the initial receipt thereof, the absolute property of the Brainerd & Crow Wing Public Transit

System and the City of Brainerd. The treatment of such revenues including the banking and the accounting shall be as directed by City Finance Director and follow the established fare box policy.

Fare Box Policy (Attachment #1c)

1. The Transit Drivers shall deliver the fare boxes to the City of Brainerd Administrators Office, or designated alternate, located in Brainerd City Hall each evening following work shift.
2. The fare box money is counted by at least 1 supervised employee of the City of Brainerd Administrators Office.
3. A receipt or deposit is written, and the total amount of fare box money is documented in the Receipt Book located in the City Administrators Office.
4. The fare box money is then deposited in the bank by an employee of the City Administrators Office.

Agency Fare Rates (subject to change) are contained in Transit Operating Policy Addendum.

4.3 Dispatching and Communications

The Contractor shall operate dispatching and passenger scheduling. Reservations shall be handled by the Contractors employee dispatcher at Brainerd City Hall located at 501 Laurel Street, Brainerd, MN 56401.

4.4 Dispatching Office

The Brainerd & Crow Wing Public Transit System shall furnish the necessary office space, equipment, and utilities, including telephone, as may be required to properly and efficiently perform the Dispatching services required under this proposal. The Brainerd & Crow Wing Public Transit System Dispatching office is currently located at 501 Laurel St. Brainerd, MN 56401

4.4.1 Dispatcher Qualifications and Responsibilities

A high degree of professionalism and patience is required from all dispatchers. Contractor shall submit a copy of dispatcher job description and hiring qualifications with proposal.

Dispatchers Shall:

1. Answer telephones quickly, pleasantly, and professionally at a rate of 85% of calls answered or higher. Deal courteously and effectively with passengers and the public. Records of call answering will be provided to the Contractor's Manager on a weekly basis.
2. Be thoroughly familiar of roads and major activity centers in the transit service area.

Commented [MJM(15)]: Do you want a expectation for any call backs – within one hour, 30 minutes, etc.?

Commented [AS16R15]: No - We do not use voicemail

3. Accurately input and record data within RouteMatch including names, addresses, pick up and destination information and billing information.
4. Computer knowledge including data base management, Microsoft Excel, Word, e-mail, and the ability to work with trip scheduling software.
5. Keep records, make reports, multi-task, understand services and policy.
6. Have knowledge of vehicle capacities, handicapped lift and security devices usage including tie downs and shoulder belts.
7. Be neat in appearance. Business casual dress required
8. Willingness to assist and cater to the special needs of senior citizens, persons with disabilities, etc. including general knowledge of requirements under the ADA.
9. Act as first response to all public passenger inquires/record complaints.
10. Be subject to random drug and alcohol testing throughout employment.

4.5 **Maintenance**

The operator shall maintain all transit vehicles and keep them in good mechanical condition. The following maintenance activities shall be considered incidental to the operation of the transit vehicles. There shall be no separate compensation for these items:

- A. The operator's drivers shall conduct a daily vehicle inspection using the DRIVER'S DAILY CHECK LIST attached in the exhibits.
- B. All transit vehicles shall be clean on both the interior and exterior prior to being placed into service each day.

The Contractor shall maintain buses and related equipment. The Contractor shall use maintenance standards as recommended by the manufacturer and as set forth by the Brainerd & Crow Wing Public Transit Vehicle Maintenance Policies and Procedures (attached item 2a) The City reserves the right to modify maintenance schedules relating to fluid change intervals and tune up schedules. All maintenance expense, both corrective and preventative, shall be fully reimbursed by the City of Brainerd, except the two mentioned above (daily inspections and cleaning).

4.5.1 **Repairs**

The operator shall arrange for the repair of all transit vehicles. Repair parts and labor are reimbursable. The operator will contact the city prior to performing engine or transmission replacement or other "major" repair items exceeding \$500. Items included under repairs are as follows:

The Brainerd & Crow Wing Public Transit System reserves the right to periodically take and inspect each bus to determine whether it is being properly maintained.

4.5.2 **Garage**

The Contractor shall supply garage space for all transit vehicles, equipment, and supplies reasonably necessary for the operation of the transit system. The garage location shall be located within 10 miles of Brainerd City Hall and subject to approval by the Brainerd & Crow Wing Public Transit System and the City of Brainerd.

Commented [MJM(17)]: You don't have the 10 mile rule here. Need to be reflective of page 9 #4.

Commented [AS18R17]: added

Formatted: Indent: Left: 0", First line: 0"

4.6 **Fuel**

Fuel for the transit vehicles shall be fully reimbursed. The contractor shall provide for the fueling at either the contractors fueling facility or shall solicit bids to fuel at a local retail outlet. Monthly invoices shall document the fuel cost, the fuel used by vehicles, and vehicle mileage. Only approved personnel will be allowed to pump fuel into the buses after receiving appropriate instructions. Currently all gasoline buses are fueled by the driver at a facility owned by Crow Wing County.

Commented [MJM(19)]: To be consistent, wouldn't you want them to fuel at the City site? That way there would be no reimbursement – you would pay the city directly and it would not be included in the proposal. It is one less thing that is out of your control.

Commented [AS20R19]: The gas fueling is done at the County sites, but the County uses off-road diesel so that must be purchased on road at various locations chosen by the vendor

4.7 **Records and Reports**

The Contractor shall provide the Brainerd & Crow Wing Public Transit System with the necessary information to be included in the monthly reports on or before the tenth (8th) day of each month. The Contractor shall keep and maintain records on forms approved by the Brainerd & Crow Wing Public Transit System. Information contained in these reports shall include, but not limited to, the following items.

The operator, through the transit drivers and dispatcher, shall collect the following data via RouteMatch by accurately and completely entering all customer, trip, and fare information.

The operator shall submit reports containing the following information along with monthly invoices:

- A. Vehicle ending odometers
- B. Total fuel by gallons per vehicle
- C. Monthly maintenance records of city owned vehicles both CM and PM by vehicle
- D. Monthly Published Route Service Hours provided by route by day for drivers
- E. Monthly Published Dispatch Hours provided by day
- F. Copies of all compliments/complaints received including summary and disposition
- G. Copies of all accident/injury reports, denied service, breakdowns, and tows.
- H. Monthly certification of all Drivers legal authority to drive the buses

4.7.1 Complaints

Complaints shall be taken and recorded by the ~~operator or the transit system~~ third party operator. The operator will work cooperatively with transit staff to investigate and resolve all complaints. The operator will inform the Transit Coordinator of all complaints received. Communications, which initially appear to be a complaint but are resolved through a clarification of the operating policy, shall not be listed as a complaint (i.e., timeliness, customer service, drivers, etc.) The operator shall complete a summary of complaints to be submitted to the Transit Coordinator monthly. Unresolved or excessive complaints of similar type or substantiated complaints related to safety could be grounds for non-performance of contract.

4.8 Measurement of Quantities

Payments to the operator shall be based on the unit prices bid for each bid item, PERFORMANCE REQUIREMENTS, plus reimbursable expenses. Payment of the unit price for each item shall be compensation in full for all equipment, personnel, materials, facilities, and miscellaneous expenses including but not limited to the following for each item:

A. Transit Monthly Overhead

Payment of this item shall be compensation in full for fixed monthly expenses which may include, but is not limited to, such items as equipment at storage facilities, office space and supplies, telephone service, employee training, drug testing, insurance, supervisory personnel, record keeping, monthly accounting and billing.

B. Transit Bus Operation

This item shall be compensation in full for expenses associated with the service hour operation of transit vehicles on a "per vehicle/per hour" basis. This should include items such as management and driver compensation and benefits, pre-trip/post-trip time, travel time to first stop, break time, and cleaning of buses,

This item shall be measured by actual approved published service hours provided.

C. Contractor Provided Transit Dispatching

This item shall be compensation in full for the expenses associated with dispatching the transit system and may include items such as dispatcher wages and benefits. This item shall be measured from 6:00 am through 6:00 pm not including breaks or lunches on each operating day to coincide with the hours of transit service. Dispatch service shall be provided for the entire 12 hours of service.

D. Reimbursable Expenses

Reimbursable expenses include items such as fuel and repairs to city owned vehicles.

Commented [MJM(21)]: You state earlier that this is not part of services for route service?

Commented [AS22R21]: Both TAC and Staff wanted this to be inserted several times so there is absolutely no confusion on this issue

The operator shall consult the city prior to making expenditure if there is any question as to whether the expenditure is reimbursable. Further, the operator will make a reasonable attempt to contact the city for preauthorization relating to any reimbursable expenses.

Fuel for the transit vehicles shall be fully reimbursed as covered under section 4.5.

4.9 **Billing**

The operator shall provide the City with an invoice for each month of operation. Payment due the operator shall be based on the sum of the hourly rates bid, times (x) the number of hours of published service provided by each bus operated, the monthly overhead, and reimbursable expenditures.

Said invoices for each month shall be submitted to the City by the 8th of the month following the month of service. Invoices shall be accompanied by the data described in Section 4.1.7, above.

Payment of said invoice shall occur after the 3rd Monday of each month following the receipt of the invoice on a timely basis.

4.10 **Insurance**

RECIPIENT will obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

1. Workers' Compensation Insurance

During the term of this agreement, the third-party contractor is to provide workers' compensation insurance in accordance with the statutory requirements under Chapter 176 of the state of Minnesota Statutes.

2. Commercial General Liability Insurance

Contractor is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage, including loss of use which may arise from operations under this contract. **Evidence of third-party contractor's insurance must be filed annually with the City of Brainerd.**

Contractor must have minimum insurance coverage of \$2,000,000.00 per occurrence. The following coverage's will be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability

Commented [MJM(23)]: In this version the Accounting section was taken out -- why?

Commented [AS24R23]: The City does ALL of the accounting for reporting expenses and fares. The 3PC is a pass-through and reimbursed with proper documentation. All other accounting issues the previous language addressed had to do with ridership which comes straight out of RouteMatch.

- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured

3. Commercial Automobile Liability

Contractor is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss or use which may arise from operations under this contract.

- Minimum insurance amounts are the same as provided in clause 2 above.

In addition, the following coverages should be included:

- Owned, Hired, and Non-Owned Automobile
- State of Minnesota named as an Additional Insured

4. Excess Insurance.

An Umbrella or Excess Liability Insurance Policy may be used to supplement contractor's policy limits to satisfy the full policy limits required by this Grant Contract. A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the state of Minnesota. The insurance company shall deliver to the designated Brainerd & Crow Wing Public Transit System contact, certificates of all insurance required above with a 30-day notice of cancellation, non-renewal or material change provision included, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. The Contractor shall not perform any services under the contract for services with the City of Brainerd until the insurance required by the document has been secured by the Proposer and approved by the City of Brainerd. The cost for said insurance shall be part of the hourly rate shown on the proposal sheet.

The Contractor shall immediately notify the Brainerd & Crow Wing Public Transit System of all accidents involving buses listed on the fleet roster. Accidents involving physical injury or vehicle damage shall be immediately reported to law enforcement and to the Brainerd & Crow Wing Public Transit System as soon as possible. The Company shall submit the following reports to the Brainerd & Crow Wing Public Transit System within two (2) business days.

The Contractor shall submit the following reports to the Brainerd & Crow Wing Public Transit System as soon as they are available.

1. Accident report from the driver
2. Post-Accident Individual Drug and Alcohol Test Determination completed by Supervisor.
3. Pictures and/or supportive materials to visualize scene and property
4. Drug and Alcohol test results, if conducted/applicable

5. Accident report from local, county, and/or state police

4.11 **Independent Contractor**

It is expressly understood that the Contractor is an independent contractor for purposes of this agreement and all persons employed by Contractor in the performance of any work or services required or provided in this agreement shall not be considered employees of Brainerd & Crow Wing Public Transit System for any purposes whatsoever, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit, or any and all such claims shall in no way be the obligation or responsibility of the City of Brainerd or Crow Wing County.

4.12 **Liability**

- A. To the extent allowed by law, the Contractor shall indemnify, hold harmless and defend the City of Brainerd and Crow Wing County, its officers, agents, and employees from all claims, damages or liability of any kind arising out of any acts, errors or omissions of Contractor, its agents, or employees, in furnishing services or performing work pursuant to this Agreement outside of those claims covered under the City of Brainerd's general liability and motor vehicle insurance.
- B. Notwithstanding section 4.8 A. and in consideration of the fact that the City of Brainerd & Crow Wing County does not hire, train, or supervise Contractor's employees performing the services required by this Agreement, Contractor shall be solely responsible for all acts performed by its employees in the implementation of this Agreement. As such and without regard for the coverage provided by the Brainerd & Crow Wing Public Transit System general liability and motor vehicle insurance, Contractor shall indemnify, hold harmless and defend Brainerd & Crow Wing Public Transit System, its officers, agents, and employees from all claims, damages or liability of any kind arising out of any acts, errors or omissions of Contractor or its agents or employees in furnishing services or performing work pursuant to this Agreement

C. **Indemnity**

To the extent allowed by law, the Contractor shall indemnify and hold harmless the City, the Minnesota Department of Transportation, and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from any action involving the transit operations or any other provision of this contract provided that any such claim, damage, loss or expense is caused in whole or in part by an act or omission of Contractor or anyone directly or indirectly employed by them.

Notwithstanding the previous, and in consideration of the fact that the City does not hire, train, or supervise Contractor's employees performing the services required by this Agreement, Contractor shall be solely responsible for all acts performed by its employees in the implementation of this Agreement. As such and without regard for the coverage

provided by the City's general liability and motor vehicle insurance, Contractor shall indemnify, hold harmless and defend City, its officers, agents, and employees from all claims, damages or liability of any kind arising out of any acts, errors or omissions of Contractor or its agents or employees in furnishing services or performing work pursuant to this Agreement

4.13 Regulatory Assurances

The Proposer by submission of his/her proposal assures Brainerd & Crow Wing Public Transit System that he/she shall comply with, and be bound by all applicable federal, state, and local laws, rules, and ordinances, including but not limited to those included in these Specifications (See Attachments #3 & #4) and shall complete all required reports and submit them to the Brainerd & Crow Wing Public Transit System within ten (8) working days of the end of the reporting month.

Contractor agrees to cooperate with any monitoring or audit visits of the City of Brainerd, MnDOT, or Federal government, including on-site inspections, disclosure of records, and surveys of passengers. Contractor agrees to maintain financial books and records in accordance with generally accepted accounting standards.

4.14 FTA Drug and Alcohol Policy

A. Contractor shall furnish, within 30 days of contract award, their adopted Federal Transit Administration Drug and Alcohol Policy. Said policy must follow FTA Drug and Alcohol regulations 49 CFR Part 655 and 49 CFR Part 40, as amended. The Contractor shall also submit a list of proposed test sites, Medical Review Officer, and Substance Abuse Professionals within 30 days of contract award, and annually thereafter with the federally required report.

B. Federal regulations require recipients of federal funding from Section 5311 Formula Grants for Rural Areas and Intercity Bus to develop and implement a program for testing employees that perform safety-sensitive functions for prohibited drug use and alcohol misuse. The federal grant recipient (Minnesota Department of Transportation-MnDOT) and its subrecipients, including subcontractor(s) that perform safety sensitive functions on behalf of subrecipients, are required to report the results of their drug and alcohol testing conducted under DOT-FTA authority to FTA each year via the Drug and Alcohol Testing Management Information System (DAMIS), even if no drug and alcohol testing occurred under FTA authority during the reporting year. **The due date is February 15th** **each year.**

Formatted: Font: Not Bold, Font color: Auto

Formatted: Normal, No bullets or numbering

Independent Cost Estimate (ICE)

An ICE is not completed using quotes; it is completed using estimates from an independent source, other than for this project. Obtaining invoices from previous similar projects or from projects from other systems or agencies is required.

Grantee/Sub-Grantee local
P.O. #:

Project Grantee Information:

Grantee/Sub-Grantee Name: City of Brainerd

Grantee/Sub-Grantee Address: 501 Laurel Street, Brainerd, MN 56401

Grantee/Sub-Grantee Project Contact Name: Andy Stone

Title: Transit Coordinator

Phone: 218.454.3413 eMail: astone@ci.brainerd.mn.us

Project Name and Description:

Third party contract for operation of transit system for the three-year period 7/1/2021 through 6/30/2024

Project Detail:

Procurement Type:	Date ICE Completed: 1/15/2021	Date of Project Completion: 6/30/2021
☐ Materials & Supplies ☐ Professional Services ☐ Architecture ☐ Engineering ☐ Architecture & Engineering ☒ Operations & Management ☐ Construction ☐ Facility Repair/Rehabilitation ☐ Rolling Stock (Bus, Fleet Vehicles, etc.) ☐ Rolling Stock refurbish/rehab ☐ Other:	Procurement Threshold: ☐ Micro Purchase <\$3500 ☐ Small Purchase \$3500-\$150,000 ☒ Request For Proposals (RFP) ☐ Invitations For Bid (IFB) ☐ Other: _____ ☐ Sole Source ☐ Piggyback ☐ Non-Competitive Quotation	Project funding Source: ☐ State Funding ☐ State Bond Funds ☐ Federal Funds ☒ CFDA # ___20.509___ ☒ Combination of Funding Sources: ☒ State: _____ ☒ Federal _____
	Contract Type: ☒ Fixed Price Contract ☐ Cost Reimbursement Contract ☐ Time & Material Contract ☐ Labor Hour Contract	MnDOT Grant #: ___1035583___ Grant Period: ___1.1.2021 to 12.31.2021___ Project Contact Signature:  Recoverable Signature  <u>Andy Stone</u> Signed by: efd92e8e-4221-4ecf-86a5-743ca7fd2171

Procurement Costs:

(Report Units **OR** Budget Amount)

# of Units: _____ Cost per Unit: _____ Total Cost: \$ _____	Estimated Budget: (Lump sum method) \$ 2,315,904.12 is the 3 year total adding 3% per year on 19,444 service hours – see attachment
--	--

Estimate has been developed as follows (check all that apply):

- ☐ Published catalog or price list (attach pertinent catalog or price list pages – copy page and attach).
- ☒ Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and any pertinent documents (i.e.: dates of awards, etc.). City of Brainerd and City of Hibbing service contracts____
- ☐ In-house engineering or technical estimate (see details below).
- ☐ Other (specify) _____
- ☒ If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: 3% per year

It is required that all procurements must submit the ICE and the Solicitation Draft (Scope of Work/RFQ/RFP/Bid) to the Program Coordinator for approval PRIOR to any solicitation to occur. You will not be in contract compliance if this step is not reviewed and approved prior to solicitation.

STEP 1:

Independent Cost Estimate (ICE)

An ICE is not completed using quotes; it is completed using estimates from an independent source, other than for this project. Obtaining invoices from previous similar projects or from projects from other systems or agencies is required.

Cost Estimate Details. Details for the estimated price/cost identified are shown below (complete Section A or B).

A

Cost of Standard Items				
Vendor/Cost Source	Product	Unit Cost (\$/ea)	Unit Cost (\$/ea)	Notes
		Delivered	No Freight	
PA contract yr 1	Transit operating service contract	\$35.26/service hr		
PA contract yr 2	Transit operating service contract	\$36.32/service hr		
PA contract yr 3	Transit operating service contract	\$37.41/service hr		
Hibbing contract year 3	Transit operating service contract	\$36.19/service hr		
Hibbing contract year 4	Transit operating service contract	\$37.44/service hr		

B

Cost of Services, Repairs, or Non-Standard Items								
Item/Task:								
Vendor/Cost Source	Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated Overhead	SG &A	Profit	Total

NOTE: For complex projects or tasks, attach additional supporting documentation, as appropriate.

☒ **STEP 2:** Presented with this ICE is my; ☐ Scope of Work ☐ Request For Quotes Notice ☒ Request For Proposals
☐ Invitations For Bid ☒ Other: _____ RFP Specifications _____

It is required that all procurements must submit the ICE and the Solicitation Draft (Scope of Work/RFQ/RFP/Bid) to the Program Coordinator for approval PRIOR to any solicitation to occur. You will not be in contract compliance if this step is not reviewed and approved prior to solicitation.

Palmer Charter Service
17043 Haven Road
Little Falls, MN 56345

Shubat Transportation
618 West 41st Street
Hibbing, Minnesota 55746

Brainerd Area Taxi
1808 Graydon Ave
Brainerd, Mn 56401

First Transit, Inc.
600 Vine St.
Suite 1400
Cincinnati, OH 45202

Paul Bunyan Transit
706 Railroad Street
Bemidji, Mn. 56601

Isanti/Chisago Heartland express
555 18th Ave S W
Cambridge, Mn 55008

Reichert Bus
8342 Industrial Park Road
Baxter, Mn 56425

Tri County Inc
700 West St Germain
St Cloud, MN 56301

MPTA
1645 Marthaler Lane
West St Paul, Mn. 55118

Crosby Ironton Transportation
829 8th Street NE
Crosby, Mn. 56441

St Cloud MTC
665 Franklin Avenue
St Cloud, MN 56304

Arrowhead Transit
702 Third Ave So
Virginia, Mn 55792

Jefferson Lines
2100 East 26th St
Minneapolis, Mn 55404

Kandiyohi Area Transit
1320 22nd Street SW
PO Box 186
Willmar, MN 56201

Lorenz Bus Service Inc.
8600 Xlite St NE
Minneapolis, Mn 55449

Voigts
PO Box 1
St Cloud, MN 56302

Air Serv Corporation
3146 New Castle Dr
Loveland, CO 80538

Transit Alternatives
1205 North Tower Road
Fergus Falls, MN 56537

St. Cloud Area Planning
1040 County Road 4,
St. Cloud, MN 56303

Voyageur Bus
3941 E. Calvary Rd
Duluth, MN 55803

Apple Bus Company
Briley Giamalva
[briley.giamalva@applebuscomp
any.com]

Bemidji Bus Lines
PO Box 2044
Bemidji, MN 56619

TRANSIT SPECIAL SERVICES INC
2517 24TH AVE SO
ST CLOUD MN 56301

Trobecs Bus Service
413 Co Rd 2 So
St Stephen, MN 56375

Don Nelson
First Transit
3400 Spring St. NE
Minneapolis, MN 55413

Timber Trails
905 East Forest Ave. #127
Mora, MN 55051

IYANKA DAKOTA COACHES INC
39411 COUNTY HWY 24
MORTON MN 56270

The Minnesota
Transportation Alliance
525 Park St Ste 240
Saint Paul, MN 55103-2106

CTAA
1341 G Street, NW
10th Floor
Washington, DC 20005

American Public Trans Assoc.
1666 K Street, NW
Suite 1100
Washington, DC 20006



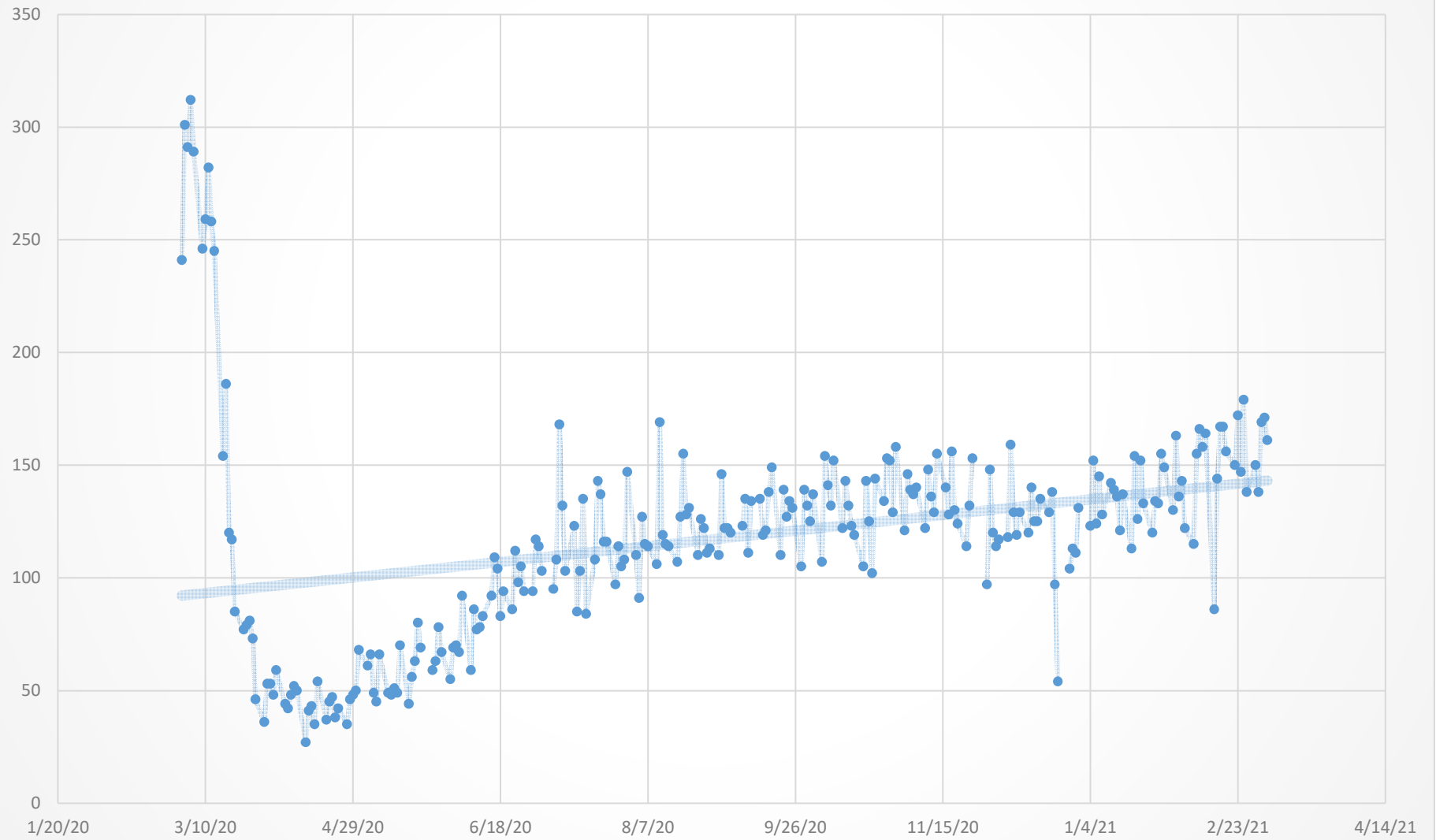
Operating Statistics - Brainerd

For Time Period: 1/1/2020 - 12/31/2020

Printed: 3/9/2021 9:49:00

	Operating Days	One Way Trips	Attendant	Guest	No Show	Total Passengers	Cancels	New Customer	Revenue
	Service Hours	Revenue Hours	Non Revenue Hours	Service Miles	Revenue Miles	Non Revenue Miles	Passengers/ Service Hour	Service Miles/ Service Hour	Passengers/ Service Miles
1/1/2020-12/31/2020	255	30,470	401	4,614	544	35,485	3,412	341	\$0
	16,326.23	12,302.72	4,023.52	187,094	158,923	28,171	2.17	11.46	0.19
1/1/2019-12/31/2019	254	52,979	574	11,857	714	65,410	6,008	444	\$0
	18,862.50	15,988.25	2,874.25	275,476	246,645	28,831	3.47	14.60	0.24

BCW Rides



Total Vendor Cost Estimates								
					PM Lifetime Maintenance	CM Lifetime Maintenance	For Future Work to be Completed	
Chassis Year	Unit Number	Odometer	First Day In Service	Original Purchase Price	Costs Thru 12/31/20	Costs Thru 12/31/20	Between 01/01/21 06/30/21	
1	2011	118	258,164	11/2/2011	\$70,613	\$4,534	\$97,797	\$0
2	2013	119	173,662	12/18/2012	\$72,049	\$3,999	\$65,740	\$9,000
3	2014	114	203,134	11/5/2013	\$71,582	\$4,129	\$80,107	\$9,000
4	2014	141	201,365	12/5/2014	\$74,352	\$7,406	\$55,787	\$9,000
5	2014	142	148,723	12/5/2014	\$74,352	\$5,511	\$57,457	\$7,000
6	2016	161	110,702	1/17/2017	\$80,093	\$3,346	\$21,851	\$5,000
7	2018	171	101,531	12/12/2017	\$79,099	\$2,451	\$13,495	\$2,500
8	2018	172	66,497	6/7/2018	\$79,099	\$693	\$8,370	\$2,500
9	2019	181	53,678	11/13/2018	\$80,075	\$1,560	\$8,860	\$1,000
10	2020	191	26,917	1/13/2020	\$84,362	\$337	\$1,225	\$1,000

Vehicle Condition Rating		Effective Date	12/31/20
Unit Number	Final Score		
118	2.20		
119	2.40		
114	2.00		
141	2.00		
142	2.70		
161	4.20		
171	4.50		
172	4.80		
181	5.00		
191	5.00		

Legend		Score
5	Excellent	5.00-4.50
4	Good	4.49-3.50
3	Adequate	3.49-2.50
2	Marginal	2.49-1.50
1	Poor	1.49-0.0

MnDOT Office of Transit
Class 500 Vehicle Condition Rating Spreadsheet
Vehicle Rating Date (Month/Day/Year) : 12/31/20 << This is the cutoff date to be used for data input.
Brainerd NOTE: PM costs not tracked seperately prior to 1/1/2015 and are NOT included in CM costs

	Chassis Year	Unit Number	Odometer	First Day In Service	Original Purchase Price	Total Vendor Cost Estimates		
						PM Lifetime Maintenance Costs Thru 12/31/20	CM Lifetime Maintenance Costs Thru 12/31/20	For Future Work to be Completed Between 01/01/21 06/30/21
1	2016	155	135,794	10/6/2017	\$137,796	\$8,200	\$78,815	\$5,000

Vehicle Condition Rating		Legend		Score
Effective Date	12/31/20	5	Excellent	5.00-4.50
		4	Good	4.49-3.50
		3	Adequate	3.49-2.50
		2	Marginal	2.49-1.50
		1	Poor	1.49-0.0
Unit Number	Final Score			
155	3.40			

Public Transit Monitoring Checklist

Name of Transit System: Brainerd_____

Transit System Representative: Andy Stone

Transit Project Manager: Tina Neary_____ Year 2020

Grant Agreement Information		
Grant Agreement Number (provide all grant agreements under this system for the CY)	Description (i.e. Operating Agreement, Capital Rolling Stock, ITS, Capital Facility)	Terms of Grant Agreement (i.e. 1.1.2020 to 12.31.2021)
1035583 CARES	Public Transit Operating Assistance Program for Cares Funds	3.1.2020 to 2.28.2021
1035583	5311 - Operating application	1.1.2020 to 12.31.2021
1036092	Capital - Vehicle Only	1.21.2021 to 12.31.2021

Use Date and Comments section to note deficiencies and corrective actions. If any, provide sub recipient with written documentation of deficiencies, corrective actions and expected date of completion.

	Checklist Category	Date and Comments
1.0	ORGANIZATIONAL STRUCTURE	
1.1	Type of Governing Board ☒ City Council ☐ Community Action Program ☐ County Board ☐ Joint Powers Authority ☐ Other Non Profit ☐ Tribal Government ☐ Legislatively Authorized Authority/Commission ☐ Other:	☒ located in Black Cat under Organization/Organization Details (click "Edit" to see) ☒ Most recent Organizational Chart for Governing Agency and/or including Transit Program (Black Cat /Organizations /Certificate – Documents) SS 174.24
1.2	Transit Advisory ☒ Formal Transit Advisory Committee ☐ Other Citizens Input:	☒ Frequency of meetings: Note: Minimum quarterly meetings, unless necessitated by events; sub-committee meetings as needed
1.3	Third Party Contractor¹ ☒ Driver Services ☒ Dispatch ☒ Maintenance ☒ Vehicle Storage (as part of 3 rd Party Operating) ☒ Other: Fuel	☐ N/A ☒ Contract includes Clauses, Certification, and flow down requirements for compliance with Title VI, ADA, EEO, etc. FTA C 4220 CR Guide Sections: 9,11,12,14 ☒ Yes, 3 rd Party Contract(s) are located in BlackCat/Contracts/ Contract #/Documents

2.0	ADMINISTRATION	
2.1	Legal Matters²: Prompt notification of legal matters including major disputes, breaches, defaults, or litigation where federal government named or FTA-funded assets could be affected. False Claims Act³: submitted a false claim or committed a criminal or civil violation of law such as; fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance.	☒ None ☐ Yes, follow up required FTA Master Agreement Section 39 ☒ None ☐ Yes, follow up required FTA Master Agreement, Section 39(3)
2.2	Annual FTA Certifications and Assurances ☒ Cert and Assurance (most recent) in Black Cat / Organizations / Certifications/ Documents signed? Has the sub recipient paid for lobbying activities over contract period? ☐ Yes - follow up required ☒ No	☒ Signed document in eDOCS ☐ No, contact OTAT Grant Unit ☐ Federally funded at less than \$100,000 49 CFR 20.110
2.3	Title VI ☒ Required documents are provided in Black Cat: ☒ Notice to Public – displayed in vehicles, shelters, website. Other: FTA C 4702.1B Ch III.5 and b.(2) ☒ Complaint Procedures and Complaint Form FTA C 4702.1B Ch III.6 and b.(2) ☒ Current Year – Investigations, complaints and lawsuits based on discrimination. If none, acknowledgement of none. FTA C 4702.1B, Ch V.4 ☒ Public Involvement Plan FTA C 4702.1B Ch III.8 ☒ Language Assistance Plan FTA C 4702.1B ChIII.9.b ☒ Transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership in table format depicting racial breakdown and description of efforts made to encourage participation of minorities. FTA CR Exh 11.2 ☒ Training Documents (Trainings offered & dates) ☒ Governing body Title VI Plan Resolution	<i>All located in BlackCat/Organization/Title VI Civil Rights</i> ☒ Yes ☐ No ☐ Translated into languages other than English: _____ ☐ Translated into languages other than English: _____ ☐ Plan addresses meaningful access to Limited English Proficient (LEP) persons and outreach opportunities. Every 3 years, all direct recipients must submit a Title VI program that documents their compliance. Section 5307 recipients report directly to FTA on Title VI. However, recipients report in BC/Title VI – check for compliance.
2.4	Management Plan² Changes to internal procedures or compliance.	☒ Yes ☐ No Comments: <i>Updated 2020 Cost Allocation Policy, Vehicle Maintenance Plan</i> 2 CFR 200.332
3.0	HUMAN RESOURCES AND LABOR RELATIONS	
3.1	Labor Contract ☒ Labor relations agreement (Union) Date of expiration: 12/31/2020 – only for Transit Assistant Coordinator position	☐ N/A Section 5307: Agencies with Unions - for 3rd party agreements – operating or capital. 5307 requests directly with DOL. Section 5311: only with agencies with Unions.

3.2	Background Checks⁵ ☐ Criminal background check completed annually SS 221.178; 299C.67 ☐ Driving record check completed annually 49 CFR Section 391.51 ☐ Medical card is up to date (valid for up to 2 years) 49 CFR Sections 391.41 and 391.43 ☐ Driver qualification files are current 49 CFR Section 391.51	All in compliance: <i>3rd party operator is not sharing information; CDL and passenger endorsement issue arose in 2020</i> ☐ Yes ☒ No <i>MN Commercial Truck & Passenger Regulations</i>
3.3	Employee handbook⁶	☒ Yes ☐ No <i>Driver and dispatcher handbook</i>
4.0	SAFETY TRAINING	
4.1	Driver Training⁷ ☐ Driver training program conforms to Minnesota Rules Chapter 8840 <i>(Driver and Attendant Training Requirements for STS)</i> ☐ STS Fleet # vehicles _____ ☒ Non STS Provider ☐ Maximizes uses the RTAP Program ☒ Uses other safety training programs ☒ Driver accident and incident procedures are reviewed annually <i>by Transit Coordinator</i>	☐ N/A Describe: <i>ADA, Vulnerable Adult, Wheelchair</i>
4.2	Passenger Safety⁸ ☒ Safety belt notices are posted in the buses SS 169.686 ☒ Passengers have access to Rider's Guide ☒ Accident & incident reporting is timely OTAT Tech Memo 6.1.2016	<i>Rider policy and brochure</i> <i>3rd party operator reports major incidents in a timely manner, but not minor incidents</i> ☒ provided in monthly statistical reporting in Blackcat
4.3	Maintenance Training⁹ ☐ Mechanics are appropriately certified for duties/specialties ☐ Maintenance training—Describe activities during last year:	☒ N/A <i>3rd party operator uses community mechanics</i> <i>Noted for subrecipients who employ in-house mechanics</i>
5.0	SERVICE DESIGN	
5.1	☐ Fixed Route 5307 ☐ Para Transit/DAR 5307 ☒ Route Deviated 5311 ☐ user-initiated deviation procedures published ☒ Demand Responsive 5311 / 5307 (circle one)	☒ Service promoted as open to the general public US DOT ADA
5.2	Review of Service Trends¹⁰ ☒ Review of ridership statistics ☒ Review year to date service analysis ☒ Review 3 year trend	SS 174.24
5.3	Trip Scheduling¹¹ ☒ Method of scheduling ☒ Same day trip requests subject to volume constraints and paying double fare ☒ Advance reservations 90 days ☐ Answering machine/voice mail available	Software Program: <i>RouteMatch</i> ☐ part of Transit Program

	☒ Referrals to other organizations Jefferson, taxi ☐ Volunteer driver program provided ☒ Service to special groups school students, daycare, veterans, senior center ☒ Documented denials	☐ own program
5.4	Service Policies¹² and Procedures ☒ Cancellation policy ☒ No-show policy ☒ Billing services ☒ Driver's manual ☒ Rider's guide ☐ ADA Provision of Service Requirements ☐ Fixed Route: Stop Announcements ☐ Stops Served by multiple vehicles: method to identify route for visual impairment or other disability ☒ Service Animals ☐ Priority Seating for individuals with a Disability for a seat or wheelchair securement location. ☒ Wheelchair weight or size limitations are not understated in policy. ☐ Actual capacity of lift publicized on bus ☒ Policy provides definition of "wheelchair" & eliminates use of "common wheelchair" ☒ Lift usage ☒ Allows boarding with respirators, concentrators, or portable oxygen ☐ Reasonable modifications in policies, practices, or procedures 49 CFR 37.5(i)(3); 49 CFR 37.169 Quality indicator review ☒ On time performance tracked ☒ Pick up window (timeframe): <i>0 minutes before, 20 minutes after scheduled time</i> ☒ Service Complaints: <i>file all complaints, review when a complaint is made</i>	☒ process in place for annual review of policies and procedures ☐ process in place for monitoring compliance with policies 49 CFR 37.3, 49 CFR 37.5, 49 CFR 37.165, 49 CFR 37.167, 49 CFR 37.169, 49 CFR 37.173, 49 CFR 38.27, 2 CFR 200.304 ☒ Policies available in accessible formats, upon request - provided in format requested <i>Print accessible for visually impaired</i> ☐ Local policy on priority seating <i>Drivers are not required to compel a person to move; however, the entity is permitted to adopt a policy requiring individuals to move in response to such requests. At least one set of forward-facing seats must be designated as priority seating.</i> <i>Also, Policy on if lift inoperable – in use 3 days (5307) or 5 days (5311) when no spare.</i> <i>No specific requirement for a separate process, existing local processes may suffice. Information on process must be readily available to the public; and must be accessible. Requestors are not required to use the term "reasonable modifications"</i>
5.5	School Bus Does the system provide exclusive school bus service with FTA-funded assets? ☐ Yes ☒ No If yes: ☐ Provided under one of statutory exemptions ☐ FTA approval If no: ☒ No locally-funded assets used in School Bus service is stored in a FTA-funded facility or no FTA-funded assets are used in school bus service. Does the system provide school tripper service? ☒ Yes ☐ No If yes: service is open to the public, stops only at regular service stops with only de minimus route alterations, operates with regular route service, and does	2 CFR 200.319(b), 2 CFR 200.332 ☒ Cert and Assurance (most recent) in Black Cat/ Organizations/ Certifications/Documents signed? (see Section 2.2) Tripper service operated to accommodate the needs of school students and personnel is permitted if meets all of the three areas identified in section to the left under "If yes". School tripper service should operate

	not carry designations such as "school bus" or "school special" Section 5307 Demand response service does not qualify for the tripper service exception. (cannot provide)	and look like all other regular service. Schedules listing tripper routes should be available to the public with all other schedules.
5.6	Charter Bus Does the system operate or maintain charter bus service, as defined by FTA? ☐ Yes ☒ No If yes: ☐ Provided under one of statutory exemptions ☐ FTA approval If no: ☒ No locally-funded assets used in School Bus service is stored in a FTA-funded facility or no FTA-funded assets are used in school bus service.	☒ Cert and Assurance (most recent) in Black Cat/Organizations/Certifications/Documents signed? (see Section 2.2) 2 CFR 200.319(b), 2 CFR 200.332
6.0	PERFORMANCE STANDARDS	
6.1	Review Service Analysis – Overall Program¹³ Service design altered during the year¹⁴ 5307: must certify annually that they have a locally developed process to solicit and consider public comment prior to raising a fare or implementing a major reduction in service.	☒ Located in BlackCat /Organizations/Service Levels /Service Level Report ☒ Yes ☐ No <i>Express route hours moved to NE DAR 7am</i> FTA C9030.1E, Chp VI
7.0	VEHICLES AND VEHICLE MAINTENANCE	
7.1	Vehicle Inventory¹⁵ New Vehicle ordered this year ☒ Yes ☐ No Vehicle Statistic Report -- Approved ☒ June Report ☒ December Report ☒ Rolling Stock withdrawn from use or disposed: Number of capital rolling stock: __1__ ☒ met useful life ☒ met mileage threshold	☐ Located in BlackCat/Organization /Inventories/Vehicles Date delivered: Delayed until 2021 ☒ Replacement ☐ Expansion ☐ Other: ☒ Located in BlackCat/Organization /Reporting ☒ Disposition completed in Black Cat / Organizations/ Vehicle Inventories 2 CFR 200.314 Equipment, FTA C 5010.1E, Ch IV, 2 CFR 200.332
7.2	Vehicle Maintenance Plan¹⁶ *Implementation completed by Asset Management Coordinator	☒ located in Blackcat/Organizations Certification/Documents FTA C 5010.1E, CH IV
7.3	Insurance¹⁷ *check for general liability, workers comp, auto liability coverages	☒ Located in BlackCat/Organization /Certification/Documents SS 174.24
7.4	Vehicle Inspections¹⁸ ☒ Annual Program Vehicle Inspection report for test number of vehicles. (OTAT Vehicle Coordinator completes test and uploads to Blackcat and/or eDOCS)	☒ located in Blackcat/Organizations Certification/Documents
7.5	Transit Asset Management Plan Includes facilities, vehicles, and capital assets	☒ located in Blackcat/Organizations Certification/Documents

	Section 5307 and Tribal – currently have opted out	49 CFR 625.3 Applicability, 49 CFR 625.25 requirements
8.0	FACILITIES	
8.1	Facilities¹⁹ ☐ Facilities Maintenance Plan *Completed by Facility Manager ☐ Annual Facility Review Checklist *Completed by Facility Manager ☐ Facility Project during this year ☒ N/A *per Facility Coordinator ☐ Compliance with applicable DBE requirements *per Facility & Procurement Coordinators ☐ Title VI equity analysis conducted during planning stage with regard to location of facility *per Facility Coordinator ☐ Facilities for providing public transportation are readily accessible to & usable by individuals with disabilities, including individuals who use W/C. *Newly constructed and rehab facilities must meet US DOT accessibility requirements *per Facility Coordinator	FTA C 5010.1E Ch.II, FTA C 4220 ☐ located in Blackcat/Organizations /Certification/Documents ☐ located in Blackcat/Organizations /Certification/Documents No facility ☐ Start Date: ☐ Date Completed: ☐ located in Blackcat /Contracts /Documents 49 CFR 26.37 (b), 49 CFR 26.29 (d), 49 CFR 26.53 (f)(1)(i) ☐ located in Blackcat /Contracts /Documents FTA CR Exh 11.2 49 CFR 37.9, 49 CFR 37.41
9.0	PROCUREMENT	
9.1	Local procurement policies and procedures²⁰ *Implementation completed by Procurement Coordinator	☒ Yes ☐ No Located in BlackCat/Organizations /Certifications FTA 2 CFR 200.319
9.2	Procurements²¹ ☒ System conducted and followed procurements under separate state, federal and/or combined funded project(s). ☒ System conducted and followed Procurement(s) within their operating grant agreement. *Per Procurement Coordinator ☐ Compliance with applicable DBE requirements *per Procurement Coordinator ☐ ITS Project during this year ²² ☒ N/A *per Procurement Coordinator	2 CFR 200.332 ☒ Yes ☐ No Each Project documents will be located in BlackCat/Contract/Contract #/Documents ☒ Yes ☐ No Each Project documents will be located in BlackCat/ Contract/Contract #/Documents ☐ Yes ☐ No 49 CFR 26.37 (b), 49 CFR 26.29 (d), 49 CFR 26.53 (f)(1)(i) ☐ Yes ☐ No ☐ Start Date: ☐ Completed Date completed: FTA 2 CFR 200.319 - 327, FTA C 4220, FTA C 5010.1E Ch.II, 49 USC 5325(b), 40 USC 1101-1104
10.0	FINANCIAL MANAGEMENT	
10.1	Risk Assessment Transit Accounting System: ☐ Automated ☐ Manual ☒ Combination Name of Accounting System: BS&A	

	Basis: ☒ Accrual ☒ Cash	2 CFR 200.303
10.2	Indirect Costs²³ To charge indirect costs to an award, must have: ☒ Cost Allocation Plan (CAP) and/or ☐ Indirect Cost Rate Proposal (ICRP) ☐ Central Services Plan ☐ de Minimis Rate of 10% of MTDC ☐ Direct cost statement	☒ Located in BlackCat/ Organizations/Certifications Approval and Certification Dates: ☐ Federal Cognizant Approval: ☐ Federal Agency: ☐ MnDOT Approval: ☒ Other: <i>City of Brainerd 7/15/2019</i> 2 CFR 200 App III, IV, V, VII and 2 CFR 200.415 FTA C 5010.1E, App F and G
10.3	Audits²⁴ ☒ Most recent independent (single) financial audit: Date: <i>12/31/18</i> ☐ Audit Findings - Describe: ☒ Most recent MnDOT field audit -- Date: <i>July 2017</i> ☒ Most recent MnDOT desk audit – Date: <i>12/26/2019</i>	Non-Federal entities that expend \$750,000 or more in Federal awards in their fiscal year. 2 CFR 200.502 Vendor: <i>CliftonAllenLarson</i> 2 CFR 200.508
10.4	Internal Controls²⁵ ☒ Review of Internal Controls provided in application to confirm adherence. Internal controls address practices to prevent waste, loss and misuse of federal funds. ☒ Organization have adequate General Ledger reporting system to segregate expenses and revenues from other grant agreements. ☐ Organizational restructuring in past reporting period.	☒ Located in BlackCat/Annual Application Questionnaire ☒ Yes ☐ No ☐ Yes ☒ No 2 CFR 200.304
11.0	MARKETING AND COMMUNICATIONS	
11.1	Marketing Plan²⁶ <i>Outlined in the 5-year Plan</i>	☐ Located in BlackCat/Annual Application submittals
12.0	AMERICANS WITH DISABILITIES	
12.1	Transit rolling stock and facilities ☒ Vehicles and assessable equipment are Accessible, maintained, & operational ☒ Policy for reasonable steps to accommodate individuals with disabilities who would otherwise use the feature when isolated or temporary interruptions in service or access. ☐ Equivalent service plan Systems that engage the services of a Taxi Co., Transportation Network Co., or other private entity to operate Demand Response service must ensure	☒ Yes ☐ No 49 CFR 37.161, 49 CFR 37.163 ☐ Yes ☐ No 49 CFR 37.5, 49 CFR 37.23 equivalent service provided according to criteria of 49 CFR 37.77(c)

	that services provided are accessible to & usable by persons with disabilities, including W/C users. ☒ Facility accessibility features are maintained and operational	☒ Yes ☐ No 49 CFR 37.161, 49 CFR 37.43
12.2	ADA Complaints²⁷ Lawsuits alleging discrimination on the basis of disability? ☐ Process for addressing ADA Complaints ☐ Track: process for receiving and recording In addition to website, review copies of documents that provide information on filing ADA complaints; notices, rider guides, etc. ☐ Resolve: process for research and response specify time requirements for research & response & provide for promptly responding to complainant & documentation of responses. ☐ Respond: process for response requirements retains ADA-related complaints for at least one year & a summary of all ADA-related complaints for at least five years.	☐ Yes, follow up needed ☒ No ☐ Process for filing a complaint advertised & accessible to & used by individuals with disabilities & to the public: Website NOTE: Review website to determine if the complaint process is posted. ☐ After review: determined that individuals would know how to file a complaint. ☐ Available in accessible formats, upon request ²⁸ ☐ Review of process and documents shows compliant 49 CFR 27.121(b), 49 CFR 37.17
13.0	Equal Employment Opportunity (EEO)	
13.1	EEO Program Number of transit-related employees: <u> 2.2 </u> (includes temporary, full-time, or part-time) *does this # relate to #'s reported in grant application? Amount of Federal Operating funding in previous Federal fiscal year: \$ <u>962,369.70</u> Amount of Federal Capital funding in previous Federal fiscal year: \$ <u>73,600</u> Amount of Federal Planning funding in previous Federal fiscal year: \$ <u> </u> *Follow up required for systems not meeting appropriate reporting thresholds. Report to EEO rep *Can obtain the financial information from Blackcat/ Contracts/System Name/Year FTA C 4704.1A, Ch 1.4, Ch 2.2.1-2.2.7	☐ Full EEO Program ☐ Employs 100 or more transit-related employees (temp, FT, or PT) and , ☐ Requests or receives in excess of \$1M in capital and/or operating assistance in previous Federal fiscal year, or ☐ Requests or receives in excess of \$250,000 in planning assistance in previous Federal fiscal year. ☐ Most recent Program update: ☐ Submitted to OTAT ☐ Policy Statements posted ☐ Abbreviated EEO Program ☐ Employs 50-99 transit-related Employees and , ☐ Requests or receives in excess of \$1M in capital and/or operating assistance in previous Federal fiscal year, or ☐ Requests or receives in excess of \$250,000 in planning assistance in previous Federal fiscal year. ☐ Most recent Program update: ☒ No EEO Program Submittals ☒ No EEO program submission is Required (Below the program thresholds)
14.0	DRUG AND ALCOHOL COMPLIANCE	
14.1	Drug and Alcohol Desk or Field Review²⁹ *Compliance review completed by OTAT D&A Program Coordinator.	Desk or Field Review Completed: ☒ Yes ☐ No 49 CFR 655.15; 49 CFR parts 40 and 655
15.0	SAFETY AND SECURITY	

15.1	Safety & Security Plan ³⁰ Last update: N/A	Currently Section 5311 are not required to complete. Section 5307 have opted out with FTA. In 2006, subrecipients completed a plan and submitted to OTAT.
15.2	Impact on federal transit assets³¹ Review any reports of events where public transit assets were affected. ☒ Service cancelled due to weather or impact event ☐ Transit vehicles used for emergency evacuation ☐ Transit vehicles used to transport sandbag or transport other emergency equipment; or Sand baggers or emergency personnel ☐ Weather related incident results in serious injury or fatality ☐ Vehicles or Facilities damaged as a result of a weather related event	☐ N/A ☐ Reports provided in narrative format with date of impact, when additional impacts affected, and when impact stops. Narrative to included # of people/vehicles involved and related information to event

SITE VISIT RECORD

DATE OF SITE VISIT:	TOPICS ADDRESSED:	PRESENT AT VISIT:
1/23/2020	2019 Closeout Checklist Meeting	Andy Stone, Crystal Gauthier, Tina Neary
2/11/2020	Continued 2019 Closeout Checklist Meeting	Andy Stone, Crystal Gauthier, Tina Neary
2/20/2020	TAC Meeting	TAC members, Andy Stone, Crystal Gauthier, Tina Neary
5/28/2020	Brainerd/PA Meeting	Mark Nelson, John Groothuis, Jean Meyer, Tina Neary, Darrell Washington, Paul Sandy, Andy Stone, Crystal Gauthier, Daryn Toso, Steve Skaugie, Kevin Hanson
6/29/2020	Annual Vehicle Inspection	Andy Stone, Gary Taft, Tina Neary
9/24/2020	TAC Meeting	TAC members, Andy Stone, Crystal Gauthier, Tina Neary
10/22/2020	TAC Meeting	TAC members, Andy Stone, Crystal Gauthier, Tina Neary
12/10/2020	TAC Meeting	TAC members, Andy Stone, Crystal Gauthier, Tina Neary

Comments:

Checklist completed by: _____ **Date:** _____

Governing Directive: 2 CFR 200.332 Requirement of pass-through entities

Current Transit Operating Policy 2.3.3.1:

2.3.3.1 Mobility Aids: All common mobility aids shall be transported and properly secured. A common mobility aid does not exceed 30 inches in width and 48 inches in length (measured two inches above the ground) and does not weigh more than 600 pounds when occupied. Vehicles may not be able to accommodate mobility aids exceeding these standards. The transit service may require a certified weight, which would be obtained at the cost of the rider.

Updated Transit Operating Policy 2.3.3.1:

2.3.3.1 Mobility Aids and Devices: Individuals with mobility disabilities are permitted to use wheelchairs and manually-powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities. Unless the mobility aid or device cannot be operated in accordance with legitimate safety requirements. All common mobility aids and devices shall be transported and properly secured. If the passenger cannot be safely secured on the device with approved securements the passenger may be required to transfer to a seat or waive liability. A common mobility aid does not exceed 30 inches in width and 48 inches in length (measured two inches above the ground) and does not weigh more than 600 pounds when occupied. Vehicles may not be able to accommodate mobility aids exceeding these standards. The transit service may require a certified weight, which would be obtained at the cost of the rider.

From: [Nill, Victoria \(DOT\)](#)
To: [jlarson@aeoa.org](#); [Kevin Johnson](#); [Andy Stone](#); [Patrick LaCourse](#); [KKuchera@cedarvalleyservices.org](#); [tcollins@cctbus.org](#); [CITY OF MORRIS](#); [Jeremy Monahan](#); [cassie heide](#); [dyana@fosston.com](#); [paul@rideyourbus.com](#); [MARY ANN KEPLER](#); [brian.ophus@co.hubbard.mn.us](#); [Wayne Albers](#); [transit@ci.morris.mn.us](#); [grubich@paulbunyan.net](#); [Ted Nelson](#); [Jeremy Monahan](#); [darynt@paiff.org](#); [bbrittin@rainbowriderbus.com](#); [Jim Wolter](#); [Karen DeBoer](#); [allison.b.karau@co.watonwan.mn.us](#); [RCooper@threeriverscap.org](#); [Jenny Larson](#); [helen.pieper@co.kanabec.mn.us](#); [gludwig@trailblazertransit.com](#); [Amy.Christensen@tricap.org](#); [Lori Schultz](#); [cpic@tvoc.org](#); [Cathleen A. Amick](#); [rond@vinevolunteers.com](#); [randy.jahnke@co.wadena.mn.us](#); [Monica Hennessy Mohan](#); [amy.appel@co.hubbard.mn.us](#); [alyssa@rideyourbus.com](#); [mark@rideyourbus.com](#); [julia.lines@co.isanti.mn.us](#); [Sherry Munyon](#); [Margaret Donahoe](#)
Cc: [#DOT_TRANSIT_ALL](#)
Subject: Minnesota Rural Transit System Operating Amendments
Date: Wednesday, December 9, 2020 11:37:27 AM

Good morning Minnesota Rural Transit Systems,

In the Spring of 2020, facing an unprecedented public health crisis, the State of Minnesota received Federal CARES Act Funding to be used in emergency relief for transit operations. MnDOT's Office of Transit & Active Transportation's (OTAT) goal in administering these funds was to address rural transit agencies' acute needs and uncertainty concerning state and local revenue sources. Specifically, OTAT's objectives in utilizing the CARES Act funding were to:

- Address immediate negative impacts on local farebox and contract revenues;
- Address anticipated negative impacts on the Motor Vehicles Sales Tax and Leased Motor Vehicle Sales Tax receipts; and
- Preserve state funds to maintain public transit operations as a primary objective (post-pandemic) and then to address ongoing capital programs.

As we are now experiencing the second wave of the COVID 19 pandemic, rural transit providers' need for financial support continues. In response, **OTAT will amend current operating contracts to extend State coverage to 100% of the rural transit system operating deficits from March 1, 2021 through December 31, 2021 (the end of the current grant period).**

OTAT can address this through realized savings of State transit funds resulting from the infusion of the federal CARES Act Funding. As we discussed virtually with you on the November 12th Transit Advisory Committee meeting, we intend to move forward with the 2021 Vehicle Replacement Program and the 2021 Facilities and Large Capital Program as originally planned. OTAT will host a webinar in January to discuss the amendments and answer any questions you have.

Sincerely,

Tori Nill
MnDOT Office of Transit and Active Transportation