



TRANSPORTATION COMMITTEE AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers

Thursday, May 9, 2024 @ 1:30 PM

The public is invited to attend these meetings in person

Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV

1. **Call To Order**

2. **Roll Call**

___ VACANT ___ J. Czczok ___ M. Koep
___ J. Lambert ___ L. Nebel ___ D. Stenberg

3. **Pledge of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **Approval Of Minutes**

A. **1/25/2024 TAC Minutes**

6. **Financial Reports**

A. **Transit Revenue and Expenditure Report**

7. **Unfinished Business**

8. **New Business**

A. **Recommend Operating Policy Updates**

B. **Recommend Updated Procurement Policy**

C. **Recommend 2024-2027 Transit Operating Contract Proposal**

9. **Public Forum**

Time allocated for citizens to bring matters not on the agenda to the attention of the Committee -
Time limits may be imposed

10. **Staff Reports**

(Verbal: Any Updates since Packet)

A. **Information Only - Transit Operating Statistics**

11. **Committee Member Reports**

12. **Adjourn**

Visit the Transit Website at www.ci.brainerd.mn.us/transit

MISSION

*"It is the Mission of the Brainerd & Crow Wing County Public Transit agency
to facilitate mobility by providing options for safe, efficient and reliable transportation"*

TRANSPORTATION ADVISORY COMMITTEE
Thursday, January 25, 2024 2:30 p.m.
City Hall Council Chambers

Pursuant to due call and notice thereof, the regular meeting of the Transportation Advisory Committee was called to order at 2:30 p.m. by Vice Chair Stenberg.

Upon roll call, the following members were noted present: Czczok, Koep, Lambert, and Stenberg. Committee member Nebel was noted as absent. Also noted present were Transit Coordinator Gauthier and City Engineer Dehn.

Election of Chair & Vice Chair of the Committee for 2024

Member Koep nominated Member Stenberg for Chair.

MOVED AND SECONDED BY MEMBERS KOEP AND CZECZOK, DULY CARRIED, TO ELECT MEMBER STENBERG TO COMMITTEE CHAIR.

Member CZECZOK nominated Member Lambert for Vice Chair.

MOVED AND SECONDED BY MEMBERS CZECZOK AND KOEP, DULY CARRIED, TO ELECT MEMBER LAMBERT TO COMMITTEE VICE CHAIR.

Approval of Agenda

MOVED AND SECONDED BY COMMITTEE MEMBERS CZECZOK AND LAMBERT, DULY CARRIED, TO APPROVE THE AGENDA.

Approval of Minutes for the meeting held on October 26, 2023

MOVED AND SECONDED BY COMMITTEE MEMBERS LAMBERT AND CZECZOK, DULY CARRIED, TO APPROVE THE MINUTES OF THE OCTOBER 26, 2023, TAC MEETING.

Financial Reports

Public Works Director, Dehn highlighted transit financials for the period ending December 2023. Third party contract billing will need review as the numbers are estimates but the figures in the report are a fair representation of how the year will turn out. Preventative maintenance and getting new buses soon will help repair budget. Ridership numbers compared to help analyze future growth of riders. Inflation continues to be a challenge for both fuel costs and bus repairs. In summary, 2023 was a successful year due to turning a deficit into a surplus.

Member Czczok mentioned the possibility of getting more analysis in the next few months to examine keeping fares in a manageable amount to attract more riders. His concern of transit hours of operation was mentioned as an item to be included in the analysis.

Member Kope inquired if there might be the possibility of putting a reimbursement clause into the contract for the work and oversight that is provided to the current contractor.

New Business

Approve Request for Proposals (RFP) for Third Party Contract Services

Public Works Director Dehn referenced the ending of the current agreement with Blue Sky Transit and the revision of the RFP to be advertised for vendor proposals. Highlighted changes included date changes, operating hours, and penalties for non-performance.

Director Dehn noted upon approval of the RFP, it will be published Saturday, February 3 into local and national papers to get as much attention as possible. Several vendors will also be directly solicited. Time frame for the proposals being due will be late April for review and brought to a May 9 TAC meeting. Upon TAC's approval of a recommended proposal, the proposal will be presented at the council meeting on May 20. Upon the council's approval, the chosen contractor will be given a month to prepare to execute the contract at the end of June or beginning of July.

Member Czczok recognized the ridership numbers presented in the RFP were incorrect. He asked for this number to reflect a more accurate number before sending out the RFP.

Member Koep suggested a range be used in the ridership count rather than a definitive number.

Director Dehn requested that staff review the proposals, do the scoring, analysis, and evaluations, and then provide a summary of findings with a recommendation to the TAC. TAC will be given all proposals for viewing in the packet.

Member Koep stated TAC needed to be more involved in the evaluating process. Discussion was held on this matter.

Chair Stenberg concluded that TAC will review and score the proposals and then meet at the next TAC meeting to compare their results with that of the staff's results.

Member Lambert requested the terms operator, contractor, company and third party be identified in the RFP with one word as they all mean the same thing.

MOVED AND SECONDED BY MEMBERS KOEP AND LAMBERT, DULY CARRIED, TO APPROVE THE DRAFT REQUEST FOR PROPOSALS WITH CONSIDERATION OF THE CHANGES SUGGESTED.

Public Forum

The Chair opened the public forum at 3:22 p.m.

No one came forward.

The chair closed the public forum at 3:23 p.m.

Staff Reports

Public Works Director Dehn reviewed the plan for the May 9 meeting to include bringing the proposals along with a staff review and providing a six-month look back on the service changes in greater detail. It is intended to deliver the same analysis to the Crow Wing County Board and the City of Baxter City Council and share that we are reviewing new proposals and once we have an awarded proposal, we can finalize some of the recommendations for those boards.

Transit Coordinator, Gauthier noted that we have received the 2024 operating contract from MnDOT as well as a selection notice for the 2023 bus order. She mentioned the resignation of Blue Sky Transit Operations Manager, Aaron Sandbakken, who was instrumental in improving staff mentality and brought call percentages up from 40% to 100%. Coordinator Gauthier also noted the resignation of two dispatchers. Work is continuing in updating the policies and procedures in the comprehensive audit.

Committee Member Comments/Questions

Member Lambert complimented staff with turning the budget around and doing all the hard work. She also gave thanks to Aaron at Blue Sky Transit, for his work with the City.

Member Czeczok reiterated the importance of everyone avoiding negative comments or criticism in working together so that things can be better and hopes the new year starts off on a new note.

Chair Stenberg discussed moving the next meeting to an earlier time of day due to the probability of the meeting running long.

Adjourn

Next meeting: Thursday, May 9, 2024 at 1:30 PM.

MOVED AND SECONDED BY COMMITTEE MEMBERS KOEP AND CZECZOK, DULY CARRIED, TO
ADJOURN THE MEETING AT 3:33 P.M.

05/02/2024

REVENUE AND EXPENDITURE REPORT FOR CITY OF BRAINERD
PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2024	ACTIVITY FOR	YTD BALANCE	% BDGT
		AMENDED BUDGET	MONTH 03/31/2024	03/31/2024	USED
INCREASE (DECREASE) NORMAL (ABNORMAL)					
Fund 203 - TRANSIT FUND					
Function: Unclassified					
Dept 0000					
Revenues					
FEDERAL GRANTS					
203-0000-33100	FEDERAL GRANTS-OPERATING	508,833.00	0.00	0.00	0.00
203-0000-33101	FEDERAL GRANTS-CAPITAL	76,380.00	0.00	0.00	0.00
FEDERAL GRANTS		585,213.00	0.00	0.00	0.00
STATE GRANTS & AIDS					
203-0000-33422	STATE GRANTS - OPERATING	876,837.00	0.00	219,209.25	25.00
203-0000-33423	STATE GRANT - CAPITAL	26,220.00	0.00	0.00	0.00
STATE GRANTS & AIDS		903,057.00	0.00	219,209.25	24.27
REVENUE FROM OTHER GOVERNMENTS					
203-0000-33600	REVENUE FROM OTHER GOVTS	(34,580.00)	0.00	0.00	0.00
REVENUE FROM OTHER GOVERNMENTS		(34,580.00)	0.00	0.00	0.00
CHARGES FOR SERVICES					
203-0000-34910	BUS REVENUE	185,028.00	2,684.75	9,664.01	5.22
203-0000-34920	COUNTER SALES	0.00	3,450.00	9,584.00	100.00
203-0000-34930	INVOICE BILLING	40,000.00	4,090.00	21,095.50	52.74
203-0000-34960	ADVERTISING ON BUS REVENUE	2,400.00	0.00	0.00	0.00
CHARGES FOR SERVICES		227,428.00	10,224.75	40,343.51	17.74
OTHER REVENUE					
203-0000-36210	INTEREST INCOME	5,000.00	0.00	0.00	0.00
OTHER REVENUE		5,000.00	0.00	0.00	0.00
OTHER FINANCING SOURCES					
203-0000-39101	SALE OF ASSETS	5,000.00	0.00	0.00	0.00
OTHER FINANCING SOURCES		5,000.00	0.00	0.00	0.00
TOTAL REVENUES					
		1,691,118.00	10,224.75	259,552.76	15.35
Net - Dept 0000					
		1,691,118.00	10,224.75	259,552.76	
Dept 9000 - TRANSIT FUND					
Expenditures					
PERSONNEL SERVICES					
203-9000-41101	SALARY	130,286.00	7,426.87	22,269.04	17.09
203-9000-41121	PERA	0.00	557.00	1,670.14	100.00
203-9000-41122	FICA	0.00	475.06	1,414.29	100.00
203-9000-41123	MEDICARE	0.00	111.10	330.77	100.00
203-9000-41131	HEALTH INSURANCE	12,055.58	802.96	2,719.46	22.56
203-9000-41133	LIFE INSURANCE	111.30	7.75	23.27	20.91
203-9000-41134	LTD INSURANCE	0.00	12.12	35.26	100.00
203-9000-41150	WORKERS COMP	0.00	43.76	151.34	100.00
PERSONNEL SERVICES		142,452.88	9,436.62	28,613.57	20.09

SUPPLIES					
203-9000-42200	OFFICE SUPPLIES	2,850.00	0.00	64.10	2.25
203-9000-42212	MOTOR FUELS	111,629.00	6,216.79	12,473.00	11.17
SUPPLIES		114,479.00	6,216.79	12,537.10	10.95
SERVICES					
203-9000-43300	PROFESSIONAL SERVICES	2,000.00	0.00	0.00	0.00
203-9000-43309	COMPUTER TECHINCAL SUPPORT	31,000.00	(13,436.79)	8,611.18	27.78
203-9000-43321	TELEPHONE	600.00	49.78	99.56	16.59
203-9000-43322	POSTAGE	300.00	57.52	152.85	50.95
203-9000-43330	PROFESSIONAL DEVELOPMENT	1,165.00	0.00	0.00	0.00
203-9000-43340	ADVERTISING/MARKETING	6,100.00	0.00	0.00	0.00
203-9000-43350	PRINTING/LEGAL PUBLICATION	2,900.00	1,834.25	1,851.92	63.86
203-9000-43361	INS - GENERAL LIABILITY	1,592.90	0.00	0.00	0.00
203-9000-43363	INS - AUTO	10.13	0.00	273.79	2,702.76
203-9000-43365	INS - OTHER	18.17	0.00	3.11	17.12
203-9000-43401	VEHICLE REPAIRS	110,035.00	10,087.90	10,087.90	9.17
203-9000-43410	RENTAL EXPENSE	13,443.00	700.00	7,143.00	53.14
203-9000-43430	MISCELLANEOUS	1,550.00	0.00	233.75	15.08
203-9000-43433	DUES & SUBSCRIPTIONS	1,090.00	0.00	855.00	78.44
203-9000-43440	TRANSIT SERVICE CONTRACT PY	1,083,260.00	91,191.89	91,191.89	8.42
SERVICES		1,255,064.20	90,484.55	120,503.95	9.60
CAPITAL OUTLAY					
203-9000-45550	CAPITAL - VEHICLES	114,904.00	0.00	0.00	0.00
CAPITAL OUTLAY		114,904.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,626,900.08	106,137.96	161,654.62	9.94
Net - Dept 9000 - TRANSIT FUND		(1,626,900.08)	(106,137.96)	(161,654.62)	
Total - Function Unclassified		64,217.92	(95,913.21)	97,898.14	152.45
TOTAL REVENUES		1,691,118.00	10,224.75	259,552.76	15.35
TOTAL EXPENDITURES		1,626,900.08	106,137.96	161,654.62	9.94
NET OF REVENUES & EXPENDITURES		64,217.92	(95,913.21)	97,898.14	152.45

MnDOT Reverse Balance as of 12/31/2023	\$	94,378



Transportation Committee Agenda Request

MEETING DATE: May 9, 2024

TITLE OF ITEM: Recommend Operating Policy Updates

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Crystal Gauthier, Transit
Coordinator

DEPARTMENT: Transit

PRESENTER: Crystal Gauthier, Transit Coordinator, **ESTIMATED TIME (MIN):** 5 min
Jessie Dehn, Public Works Director

SUMMARY OF ISSUE: Staff have received and evaluated the recent compliance review of the City of Brainerd Transit Operating Policies. Several compliance findings and recommended changes were noted in the report.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Staff is requesting approval to implement updates to Transit Operating Policies highlighted in the audit, which include the following:
Recommended Changes

1. Policy 2.4.6 No Show Policy - verbiage changes from “will be suspended” to “subject to suspension”. This will allow staff to determine what is sufficient regarding the specific no-show infractions.
2. Policy 2.3.5 Packages – increasing bag limit from 4 to 6. The current limit is restrictive and could affect ridership negatively.

Compliance Findings

1. Policy 2.2.9 Group Travel – finding suggests charter service. Staff recommends merging verbiage “When scheduling service for more than 1 person, the dispatcher must be given the status of each passenger, i.e., wheelchair or ambulatory. This information is vital for vehicle capacity purposes” into Policy 2.2.1 Trip Reservation Procedures and removing Policy 2.2.9 Group Travel from policies.
2. Policy 2.3.3 Use of Wheelchair Lift and Securements – findings noted our policy currently states “powered chair will be loaded on the lift with the weight closest to the bus” needs to be changed to allow passengers the decision to board the lift facing the vehicle or facing away from the vehicle. Simply removing that limiting sentence will meet compliance review requirements.

3. Policies 2.4.1 - 2.4.4.1 Passenger Conduct and Responsibilities – findings advised policy revisions to simplify language. Staff recommends consolidating these policies into Policy 2.4 Passenger Conduct and Responsibility to state “Service may be denied for individual/s exhibiting behavior that is violent, illegal, or seriously disruptive to the transportation service or when behavior poses a direct safety threat to others.” This will provide Transit staff with more flexibility to address individual incidents and to cover a larger spectrum of issues that may not be covered under our current policies.

RECOMMENDED ACTION/MOTION: Staff is requesting approval from the Transportation Advisory Committee on implementing the compliance review findings and recommended changes to the Transit Operating Policies.

FINANCIAL IMPACT: None



Transportation Committee Agenda Request

MEETING DATE: May 9, 2024

TITLE OF ITEM: Recommend Updated Procurement Policy

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: Attached to this item is an updated Procurement Policy for the Brainerd & Crow Wing Public Transit System. The policy is a requirement from FTA that states that we must have a written procurement policy that complies with all federal rules and regulations, such as Buy America, DBE, etc. Staff has reviewed the attached policy and recommends its approval.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: As stated, this is a requirement from the FTA. Staff has received an extension from MnDOT to have this policy reviewed by TAC and the City Council before the deadline of June 1st.

RECOMMENDED ACTION/MOTION: Staff recommends that TAC approve the attached Procurement Policy and recommend to the City Council for approval.

FINANCIAL IMPACT: N/A

**BRAINERD & CROW WING PUBLIC TRANSIT SYSTEM
PROCUREMENT POLICY**

MAY 20, 2024

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1. INTRODUCTION

1.1. Purpose

This policy establishes guidelines and minimum standards that Brainerd & Crow Wing Public Transit System will use in the management of its third-party contracts. This manual is intended to ensure that Brainerd & Crow Wing Public Transit System complies with Federal Transit Administration (FTA) and the Minnesota Department of Transportation's standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activity, the goal of Brainerd & Crow Wing Public Transit System is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof;
- FTA Circular 4220.1F "FTA Best Practices Procurement and Lessons Learned Manual"
- 2 CFR § 200.318 – 200.327

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition while preventing the use of state or federal funds for unallowable costs, as discussed in 2 C.F.R. 200 and other applicable regulations. Brainerd & Crow Wing Public Transit System outlines the local restrictions and guidance on unallowable costs within the Financial Policy.

When Brainerd & Crow Wing Public Transit System undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy. When any conflict exists between this policy and the existing policies of the Brainerd & Crow Wing Public Transit System, the procedures in this policy shall prevail. If any employee of Brainerd & Crow Wing Public Transit System determines that a conflict exists between these policies and state or local law, Brainerd & Crow Wing Public Transit System shall contact MnDOT and communicate the conflict.

1.2. Third Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 4220.1F, Chapter III, § 3a) require Brainerd & Crow Wing Public Transit System to have written procurement procedures. This policy is designed to meet FTA and MnDOT's requirements in this regard.

1.3. Procurement Planning

Planning is Brainerd & Crow Wing Public Transit System first step in the procurement process. It is the process of deciding what to buy, when, and from what sources. In order to plan effectively, Brainerd & Crow Wing Public Transit System must have the internal organizational capability with the proper checks and balances to facilitate the procurement process with the highest degree of integrity. This includes having trained, experienced contract personnel that have the authority to contractually bind the agency. Furthermore, Brainerd & Crow Wing Public Transit System uses Federal funds in support of their procurement actions and must ensure that contract personnel are fully knowledgeable of the numerous laws and regulations that apply to funded procurements. Brainerd & Crow Wing Public Transit System invests the time and resources to establish standards of conduct, organize effectively, and develop short- and long-range plans will avoid last minute, emergency or ill-planned procurements, which are contrary to open, efficient and effective procurements. FTA C. 4220.1F Best Practices.

1.4. Policy Review and Amendment

Once per year the TRANSIT DIRECTOR, OPERATIONS MANAGER, HUMAN RESOURCES, ***other important organizational figures***, and any employees the TRANSIT DIRECTOR requests to be present, shall meet and review this policy for revisions or updates that need to be made. The Board/Governing Body will be notified of changes to this policy at their next regularly scheduled meeting and at that time, adopt any revisions or updates to the Policy.

If any changes or revisions are adopted to this policy, Brainerd & Crow Wing Public Transit System will upload the updated policy to BlackCat with an indication of the date when the changes were made.

2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

2.2. Applicability

No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a Federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. 2 C.F.R. 200.318(c)(1).

2.3. Gifts/Gratuities

No officer, employee, agent, or board member of Brainerd & Crow Wing Public Transit System, may solicit or accept gratuities, gifts, favors, or anything of monetary value from contractors or parties to subcontracts. 2 C.F.R. 200.318(c)(1).

2.4. Employee Conflicts of Interest

2.4.1. Conflicts of Interest

It shall be a breach of ethical standards for any Brainerd & Crow Wing Public Transit System listed employee or member to participate directly or indirectly in a procurement when the employee or member knows:

- The employee or any member of the employee's immediate family, board member, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. 2 C.F.R. 200.318(c)(1); FTA C. 4220.1F, Chpt. III(1)(a).

2.4.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Regardless of the organizational structure Brainerd & Crow Wing Public Transit System establishes for its procurement activities, a strong need for autonomy or independence of the procurement function from internal customers. It is very important that all procurement responsibilities are carried out without undue influence by the agency's internal customers and users of the goods and services procured. While the degree of autonomy and organizational reporting relationships will vary with the size of the organization and its established policies, autonomy enables procurement personnel to give unbiased consideration to procurement principles and requirements, as well as to the schedule, budget, functional and other requirements of the internal customers. The procurement personnel must be free from undue influence or pressure in the award and administration of contracts. (See 2 C.F.R. § 200.318 *General procurement standards*; FTA Circular 4220.1F, Chapter III, paragraph 3 – *Third Party Contracting Capacity*; and FTA Best Practices 2.2)

Remedies. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award. FTA C. 4220.1F, Chpt. VI(2)(h).

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the Procurement Officer; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the Procurement Officer, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the Procurement Officer to determine if the employee may have any further participation

in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

2.4.3. Employee Disclosure Requirements

A Brainerd & Crow Wing Public Transit System employee, who has reason to believe that they or their immediate family have an interest that may be affected by their official acts or actions as a Brainerd & Crow Wing Public Transit System employee or by the official acts or actions of Brainerd & Crow Wing Public Transit System, shall disclose the precise nature and value of such interest in a written disclosure statement to the Procurement Officer. The employee's disclosure statement will be reviewed by the Procurement Officer and the Procurement Officer will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the Procurement Officer has reason to believe that they or their immediate family has an interest that may be affected by their official acts or actions as a Brainerd & Crow Wing Public Transit System employee or by the official acts or actions of Brainerd & Crow Wing Public Transit System, they shall disclose the precise nature and value of such interest in a written disclosure statement to the Transit Director.

2.4.4. Confidential Information

A Brainerd & Crow Wing Public Transit System employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Brainerd & Crow Wing Public Transit System. 2 C.F.R. 200.303(e).

2.5. Organizational Conflicts of Interest

The Procurement Officer and technical personnel are encouraged to closely scrutinize all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor who is unable, or potentially unable, to render impartial assistance or advice to the Subrecipient;
- A contractor's whose objectivity in performing contract work is or might be impaired;
- A contractor who has an unfair competitive advantage; or
- An organization that has a parent, affiliate, subsidiary or similar organizational relationship with Brainerd & Crow Wing Public Transit System.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Brainerd & Crow Wing Public Transit System will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature. 2 C.F.R. 200.318(c)(2); 2 C.F.R. 200.319(b).

2.6. Penalties

For violation of any provision of this Code of Ethics or Conflict of Interest, the Brainerd & Crow Wing Public Transit System may avail itself of every remedy in law or equity, to enact penalties to the employee, up to and including dismissal.

Civil/Criminal Penalties Additionally, violation of the Ethics Policy or a provision thereof may subject the Employee to criminal or civil penalties under State or Federal law.

3. Brainerd & Crow Wing Public Transit System RESPONSIBILITIES

3.1. Third-Party Contracting Capacity

Brainerd & Crow Wing Public Transit System must maintain adequate technical capacity to carry out its FTA and State assisted projects and comply with Federal and State rules. Brainerd & Crow Wing Public Transit System's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements. FTA C. 4220.1F, Chpt. 3(3).

3.2. Contract Administration System

Brainerd & Crow Wing Public Transit System must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state and local requirements. See Section 6 of this policy for a full discussion of contract administration. FTA C. 4220.1F, Chpt. 3(3).

3.2.1. Adequate Third-Party Contract Provisions

Brainerd & Crow Wing Public Transit System must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement. Provisions identified in the solicitation must carry over into the contract. FTA C. 4220.1F, Chpt. 3(3)(b).

3.2.2. Revenue Contracts

Brainerd & Crow Wing Public Transit System may enter into a revenue contract with a third-party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA or State funded asset. Any such said contract opportunity will follow an open and competitive selection procedures and principles outlined herein. FTA C. 4220.1F, Chpt. 2(b)(4).

3.2.3. Record Keeping

Brainerd & Crow Wing Public Transit System must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Brainerd & Crow Wing Public Transit System must maintain these records in the event of litigation or in other limited circumstances, until six years (in accordance with MN State Record Retention requirements) after Brainerd & Crow Wing Public Transit System and any contractors or subcontractors have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) Written Record of Procurement History – Brainerd & Crow Wing Public Transit System must maintain and make available to MnDOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level Brainerd & Crow Wing Public Transit System must maintain records relating to:
 - (1) Procurement Method – Brainerd & Crow Wing Public Transit System must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
 - (2) Contract Type – Brainerd & Crow Wing Public Transit System must state the reasons for selecting the contract type it used;
 - (3) Contractor Selection – Brainerd & Crow Wing Public Transit System must state its reasons for contractor selection or rejection;

- (4) Contractor Responsibility – Brainerd & Crow Wing Public Transit System must provide a written determination of responsibility for the successful contractor;
- (5) Cost or Price – Brainerd & Crow Wing Public Transit System must evaluate and state its justification for the contract cost or price; and
- (6) Reasonable Documentation – Brainerd & Crow Wing Public Transit System must retain documentation commensurate with the size and complexity of the procurement.
- (7) Vendor Verification – Brainerd & Crow Wing Public Transit System must include verification of acceptance with a selected vendor/supplier/manufacture through the Federal System of Award Management (SAM) for each project and associated project file.

- (b) Access to Records – Brainerd & Crow Wing Public Transit System must provide FTA and MnDOT officials, Minnesota Department of Management and Budget, the State Auditor, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance.

2 C.F.R. 200.334.

3.3. Determination of Needs

Brainerd & Crow Wing Public Transit System must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. Brainerd & Crow Wing Public Transit System shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

3.3.1. Eligibility

All products and services to be acquired with FTA or State funds must be eligible under the Federal or State law authorizing the FTA or State assistance award and any regulations thereunder. All products and services to be acquired with FTA or State funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA or State assistance to be used is derived. FTA C. 4220.1F, Chpt. IV(1)(a).

3.3.2. Necessity

Brainerd & Crow Wing Public Transit System shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need. FTA C. 4220.1F, Chpt. IV(1)(b).

3.3.2.1. Unnecessary Reserves

Brainerd & Crow Wing Public Transit System shall limit the acquisition of Federally or State-assisted property, goods, and services to the amount it needs to support its operations. FTA C. 4220.1F, Chpt. IV(1)(b)(1).

3.3.2.2. Acquisition for Assignment Purposes

Brainerd & Crow Wing Public Transit System shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third-party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not

preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements. FTA C. 4220.1F, Chpt. IV(1)(b)(2).

- (a) General Prohibition – Brainerd & Crow Wing Public Transit System may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third-party contracts solely to permit assignment to another party at a later date.
- (b) Exceptions – These limits on assignments, however, do not preclude:
 - (1) Joint Procurements – Brainerd & Crow Wing Public Transit System and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements.
 - (2) Participation in MnDOT Sponsored Vehicle Procurements – Brainerd & Crow Wing Public Transit System may enter into contracts developed by the State of Minnesota to acquire vehicles. See Section 4.3 of this policy for a full discussion of state government purchasing schedules and contracts.
- (c) Procurement Size – For every procurement, Brainerd & Crow Wing Public Transit System shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women’s business enterprises, Brainerd & Crow Wing Public Transit System shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.
- (d) Options – Brainerd & Crow Wing Public Transit System shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Brainerd & Crow Wing Public Transit System may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.
- (e) Lease Versus Purchase – Brainerd & Crow Wing Public Transit System shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine the most economical alternative. If Brainerd & Crow Wing Public Transit System chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.
- (f) Lease of Rolling Stock – For rolling stock and related equipment, the Fixing America’s Surface Transportation (FAST) Act requires Brainerd & Crow Wing Public Transit System to submit a report to MnDOT, on behalf of FTA, within three years of executing a rolling stock lease that includes: (1) An evaluation of the overall costs and benefits of leasing rolling stock; and (2) A comparison of the expected short-term and long-term maintenance costs under a lease versus maintenance costs when buying rolling stock.

- (g) Specifications – Brainerd & Crow Wing Public Transit System's procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated. Brainerd & Crow Wing Public Transit System's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive, or otherwise in violation of Federal or Minnesota laws or regulations.

3.4. Contractor Responsibilities

Brainerd & Crow Wing Public Transit System, in awarding contracts financed in whole or in part with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal law at 49 U.S.C. § 5325(j) and State Law (CXXXXXX) limits third-party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, Brainerd & Crow Wing Public Transit System must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.4.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

3.4.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations apply to each third-party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 C.F.R.1200). Brainerd & Crow Wing Public Transit System shall apply DOT's debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of the Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 C.F.R. 180).

3.4.1.2. System for Award Management

Brainerd & Crow Wing Public Transit System will search and ensure that every offeror considered appears as a registered vendor within the results of a SAM.gov search and print the screen with the results of the search to be included in the procurement file. It is the policy of Brainerd & Crow Wing Public Transit System to verify that the prospective third-party vendor is not listed as a debarred contractor on SAM.

3.4.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$100,000, before awarding the contract, Brainerd & Crow Wing Public Transit System will obtain a signed lobbying certification, and if applicable, a lobbying disclosure from a prospective third party contractor (see DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

3.4.3. Required Contract Clauses

In addition to the requirements outlined above, there are various required clauses that may apply to Brainerd & Crow Wing Public Transit System's third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Brainerd & Crow Wing Public Transit System to assess each procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. Coordination with MnDOT on the appropriate clauses will be completed. These clauses may include:

- All FTA Assisted Third Party Contracts and Subcontracts:
 - No Federal government obligation to third-parties
 - False or fraudulent statements or claims
 - Access to records
 - Federal changes
 - Civil rights
 - Incorporation of FTA terms
 - Energy conservation
 - Safe operation of motor vehicles
 - Prohibition on certain telecommunications and video surveillance services or equipment
- Contracts Exceeding \$10,000:
 - Termination provisions
- Contracts Exceeding \$25,000:
 - Debarment and suspension
 - Notice regarding disputes, breaches, defaults, and litigation
- Contracts Exceeding \$100,000:
 - Byrd Anti-Lobbying Amendment
- Contracts Exceeding \$150,000:
 - Clean Air Act
 - Federal Water Pollution Control Act
 - Build America, Buy America ("BABA") & Buy America ("BA") (procurements involving iron, steel, manufactured products, and constructions materials)
- Contracts Exceeding the Simplified Acquisition Threshold:
 - Legal remedies for violation or breach
- Contracts for Construction:
 - Davis-Bacon Act
 - Copeland Anti-Kickback Act
 - Contract Work Hours and Safety Standards Act
 - Seismic safety
 - Veterans hiring preference
 - Bonding
- Contracts for Transit Operations:
 - School bus restrictions
 - Charter bus restrictions
 - Transit employee protective arrangements
 - Substance abuse requirements
- Miscellaneous:
 - Conformance with Intelligent Transportation Systems (ITS) national architecture

- Cargo preference
- Fly America
- Patent rights
- Rights in data and copyrights
- Procurement of recovered materials
- Rolling Stock Certifications:
 - Bus testing
 - Transit Vehicle Manufacturer (TVM) compliance with DBE requirements
 - Pre-Award Buy America Certification
 - Pre-Award Purchaser's Requirements
 - Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification
 - Post-Delivery Buy America Certification
 - Post-Delivery Purchaser's Requirements
 - Post-Delivery FMVSS Certification

FTA C. 4220.1F, Matrix D; *see also* FTA Master Agreement.

3.5. Bonding

Some procurements may necessitate Brainerd & Crow Wing Public Transit System to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects).

3.5.1. Thresholds

3.5.2. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, when bonding is required, MnDOT may accept the bonding policy and requirements of the Subrecipient provided that MnDOT has made a determination that the Federal interest is adequately protected. Acceptable Sureties

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of Brainerd & Crow Wing Public Transit System to such accept sureties.

3.6. Preference for U.S. Property—Buy America

Any contract exceeding \$150,000 entered into by Brainerd & Crow Wing Public Transit System with FTA assistance requires that all iron, steel, manufactured products (including rolling stock), and construction materials used are produced or manufactured in the United States, unless FTA has granted a waiver authorized by Buy America regulations. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in FAR Subparts 25.1 and 25.2. FTA C. 4220.1F, Chpt. IV(2)(c)(5).

Brainerd & Crow Wing Public Transit System will, to the great practical extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States of America, even when Buy America and other regulations do not apply. 2 C.F.R. § 200.322

3.7. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR § 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

4. SOURCES OF ACQUISITIONS

4.1. Force Account

Force account means use of Brainerd & Crow Wing Public Transit System's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the Subrecipient’s ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient’s decision. Brainerd & Crow Wing Public Transit System does not charge force account labor to its FTA grants. FTA C. 4220.1F, Chpt. V(1).

4.2. Joint Procurements

Brainerd & Crow Wing Public Transit System may participate in joint procurements whereby Brainerd & Crow Wing Public Transit System and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Brainerd & Crow Wing Public Transit System’s participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.
- Brainerd & Crow Wing Public Transit System is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal and State requirements and that the solicitation document and contract includes all required clauses and certifications.

FTA C. 4220.1F, Chpt. V(3).

4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

4.3.1. Definition

FTA uses the term “state or local government purchasing schedule” to mean an arrangement that a State or local government has established with several vendors in which those vendors agree to provide

essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use. (FTA C. 4220.1F Chpt I 5.cc.)

4.3.2. Small Quantity Conditions for Rolling Stock

To the extent practicable, Brainerd & Crow Wing Public Transit System will use the innovative procurement tools authorized under section 3019 of the FAST Act. If Brainerd & Crow Wing Public Transit System conducts a stand-alone procurement (i.e., not part of a state contract or joint/cooperative procurement) for fewer than five buses, it must prepare a written justification for not using an authorized "innovative procurement tool" pursuant to 49 USC § 5339(a)(10)(B).

4.3.3. Applicability of Federal Provisions

When obtaining property or services in this manner, Brainerd & Crow Wing Public Transit System must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While MnDOT takes all precautions to ensure that such provisions are in the original solicitation and contract documents, it is ultimately Brainerd & Crow Wing Public Transit System's responsibility to ensure such documents and certifications are obtained. Solicitation of these vendors is conducted in the same manner as any other procurement.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Brainerd & Crow Wing Public Transit System may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Brainerd & Crow Wing Public Transit System's procurement. When this method is used, Brainerd & Crow Wing Public Transit System shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

4.3.4. Existing Contracts

Brainerd & Crow Wing Public Transit System may use existing contract rights as an acquisition source. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto. FTA C. 4220.1F, Chpt. V(7).

4.3.4.1. Permissible Actions

Within the conditions set forth below, Brainerd & Crow Wing Public Transit System may use existing contract rights held by another recipient of FTA assistance:

- (a) Exercise of Options – Brainerd & Crow Wing Public Transit System may use contract options held by another recipient of FTA assistance with the following limitations:
 - (1) Consistency with the Underlying Contract – Brainerd & Crow Wing Public Transit System must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.

- (2) Price – Brainerd & Crow Wing Public Transit System may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.
- (3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:
 - i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
 - ii. Negotiating a Lower Option Price – Exercising an option after Brainerd & Crow Wing Public Transit System has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.
- (b) Assignment of Contract Rights (“Piggybacking”) – If Brainerd & Crow Wing Public Transit System finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another MnDOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Brainerd & Crow Wing Public Transit System may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Brainerd & Crow Wing Public Transit System need not perform a second price analysis if a price analysis was performed for the original contract; however, Brainerd & Crow Wing Public Transit System must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Brainerd & Crow Wing Public Transit System shall be responsible for ensuring the contractor’s compliance with FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Brainerd & Crow Wing Public Transit System shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Brainerd & Crow Wing Public Transit System seeks, do not exceed the amounts available under the assigning recipient’s contract.

4.3.4.2. Impermissible Actions

Brainerd & Crow Wing Public Transit System may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient’s reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.

- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or “tag-on”. A change within the scope of the contract is not a cardinal change or “tag-on”.

5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for “full and open competition.” 2 C.F.R. 200.319(a).

5.2. Solicitation Requirements and Restrictions

Every procurement solicitation that Brainerd & Crow Wing Public Transit System issues above the micro-purchase level (currently established in Federal guidance at \$10,000), must include the following information and be advertised in a manner that ensures adequate and open competition. 2 C.F.R. 200.319(d).

5.2.1. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of Brainerd & Crow Wing Public Transit System's technical requirements for the products or services to be acquired in a manner that provides for full and open competition. 2 C.F.R. 200.319(d)(1).

5.2.1.1. Descriptive Elements

Brainerd & Crow Wing Public Transit System will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate. 2 C.F.R. 200.319(d)(1).

5.2.1.2. Quantities

Additional quantities or options above Brainerd & Crow Wing Public Transit System's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date. FTA C. 4220.1F, Chpt. IV(1)(b).

5.2.1.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a “brand name or equal” description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified. 2 C.F.R. 200.319(b)(6).

5.2.1.4. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. Brainerd & Crow Wing Public Transit System shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.
- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Brainerd & Crow Wing Public Transit System if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product, or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to Brainerd & Crow Wing Public Transit System is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to Brainerd & Crow Wing Public Transit System Transit due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.

2 C.F.R. 200.319.

5.2.2. Evaluation Factors.

All solicitations shall identify all factors to be used in evaluating bids or proposals. At the discretion of Procurement Officer, the relative order of importance and/or weights shall be communicated to prospective offerors. FTA C. 4220.1F, Chpt. VI2.c.1. and 2.

5.2.3. Permissible Contract Types

Brainerd & Crow Wing Public Transit System shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

5.2.3.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.2.3.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

5.2.4. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

5.2.4.1. Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

5.2.4.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Brainerd & Crow Wing Public Transit System and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

5.2.5. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

5.2.6. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

5.2.7. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve Brainerd & Crow Wing Public Transit System right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, Brainerd & Crow Wing Public Transit System will be obligated to award the contract to the low bidder.

5.2.8. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve Brainerd & Crow Wing Public Transit System's right to reject all bids or offers.

5.3. Methods of Procurement

Brainerd & Crow Wing Public Transit System shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Minnesota and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.326, supplemented by FTA and State policies that address the needs of FTA recipients.

5.3.1. Informal Procurements: Micro Purchases

5.3.1.1. Definition

Per 2 C.F.R. 200.320, micro-purchases are those purchases of products and services that cost \$10,000 or less (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Brainerd & Crow Wing Public Transit System will use \$10,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

5.3.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following Brainerd & Crow Wing Public Transit System employees:

- Procurement Director
- Transit Director

5.3.1.3. Competition

Brainerd & Crow Wing Public Transit System may acquire products and services valued at less than (Micro Purchase Limit) without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures. 2 C.F.R. 200.320(a)(1)(ii).

5.3.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Brainerd & Crow Wing Public Transit System's Federally assisted procurements. FTA C. 4220.1F, Chpt. IV(3)(a)(2)(b).

5.3.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made. FTA C. 4220.1F, Chpt. IV(3)(a)(2)(c).

5.3.2. Informal Procurements: Small Purchases

5.3.2.1. Definition

FTA defines small purchases as those purchases of products and services, including construction services, that cost greater than \$10,000 but not more than \$250,000. For purposes of this policy, Brainerd & Crow Wing Public Transit System will consider small purchase those that cost greater than \$10,000 but not more than \$250,000.

5.3.2.2. Approval Authority

Small purchases must be approved in writing by one of the following Brainerd & Crow Wing Public Transit System employees:

- Transit Director
- Chief Executive Officer
- Governing Board
- Other identified per local decision

5.3.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of Brainerd & Crow Wing Public Transit System to ensure that an adequate number of quotations, bids, or proposals are received. 2 C.F.R. 200.320(2)(i).

5.3.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Brainerd & Crow Wing Public Transit System's Federally assisted procurements. FTA C. 4220.1F, Chpt. IV(3)(b)(2)(b).

5.3.2.5. Documentation

Every small purchase must be documented in the grantee's written procurement history file. The level of documentation is stipulated in Section 6.6.1. 2 C.F.R. 200.334.

For small purchases, price quotations may be oral or written.

5.3.2.6. Special Considerations

Brainerd & Crow Wing Public Transit System reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the Procurement Officer believes it is in the best interests of the Brainerd & Crow Wing Public Transit System to do so.

5.3.3. Formal Procurements

5.3.3.1. Definition

Formal purchases are those purchases of products and services that cost greater than the current Federal threshold of \$250,000. For purposes of this policy, Brainerd & Crow Wing Public Transit System will use formal procedures for all purchases over \$250,000. 2 C.F.R. 200.320(b); FTA C. 4220.1F.

5.3.3.2. Approval Authority

Large purchases must be approved in writing by the following Brainerd & Crow Wing Public Transit System employees or officials:

- Transit Director
- Governing Board
- Other local identified officials

No further delegation of approval authority for large purchases may be made.

5.3.3.3. Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method (IFB); and
- Competitive Proposal (RFP) method.

5.3.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised. 2 C.F.R. 200.320(b).

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business. 2 C.F.R. 200.320(b)(1)(i)(B).

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal. 2 C.F.R. 200.320(b)(2).

5.3.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase. 2 C.F.R. 200.320; 2 C.F.R. 200.324(a).

5.3.3.6. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids (IFB), is lowest in price. The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted. 2 C.F.R. 200.320(b)(1).

- (a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than simplified threshold or Small Purchase threshold. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:

- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
- (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
- (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
- (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.

FTA C. 4220.1F, Chpt. IV(3)(c)(1).

(b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:

- (1) Publicity – The Invitation for Bids must be publicly advertised.
 - i. The Procurement Officer shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.
 - ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or
 - b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
- (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
- (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
- (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
- (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.

FTA C. 4220.1F, Chpt. IV(3)(c)(2).

5.3.3.7. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Brainerd & Crow Wing Public Transit System or that is considered to be the “best value” to Brainerd & Crow Wing Public Transit System. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable. FTA C. 4220.1F, Chpt. IV(3)(d).

- (a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than (Small Purchase Limit) when the nature of the procurement does not lend itself to sealed bidding and Brainerd & Crow Wing Public Transit System expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:

- (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
- (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
- (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
- (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.

FTA C. 4220.1F, Chpt. IV(3)(d)(1).

- (b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:

- (1) Publicity – The Request for Proposals must be publicly advertised.
- (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
- (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
- (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.

- (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to Brainerd & Crow Wing Public Transit System or that represents the “best value” to Brainerd & Crow Wing Public Transit System with price and other factors considered.
- (6) Best Value – Brainerd & Crow Wing Public Transit System may award a contract to the offeror whose proposal provides the greatest value to Brainerd & Crow Wing Public Transit System. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. Brainerd & Crow Wing Public Transit System must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

FTA C. 4220.1F, Chpt. IV(3)(d)(2).

5.3.3.8. Two-Step Procurements

Brainerd & Crow Wing Public Transit System may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained. FTA C. 4220.1F, Chpt. IV(3)(e).

Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to Brainerd & Crow Wing Public Transit System’s request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications. FTA C. 4220.1F, Chpt. IV(3)(e)(1).

Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors. FTA C. 4220.1F, Chpt. IV(3)(e)(2).

5.3.3.9. Architectural and Engineering (A&E) Services and Other Services

FTA’s enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. § 1101 through 1104, to acquire A&E services. FTA C. 4220.1F, Chpt. IV(3)(f).

- (a) Qualifications-Based Procurement Procedures Required – Brainerd & Crow Wing Public Transit System must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:

- Program management;
- Construction management;
- Feasibility studies;
- Preliminary engineering;

- Design, architectural, engineering;
- Surveying, mapping; and
- Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used. FTA C. 4220.1F, Chpt. IV(3)(f)(1).

- (b) Qualifications-Based Procurement Procedures Prohibited – Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration or repair to real property. FTA C. 4220.1F, Chpt. IV(3)(f)(2).
- (c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:
- (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.
 - (2) Price – Price is excluded as an evaluation factor.
 - (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.
 - (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

FTA C. 4220.1F, Chpt. IV(3)(f)(3).

5.4. Noncompetitive Procurements

Normally, Brainerd & Crow Wing Public Transit System must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 C.F.R. 200.320(f)(1) – (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

5.4.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

5.4.1.1. Competition Adequacy

After soliciting several sources and receiving an inadequate response, Brainerd & Crow Wing Public Transit System shall review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more price quotes, bids or proposals. If Brainerd & Crow Wing Public Transit System determines that the specifications are not unduly

restrictive and changes cannot be made to encourage greater competition, Brainerd & Crow Wing Public Transit System may determine the original competition adequate and complete the purchase from among the sources that submitted a price quote, bid or proposal. A cost analysis must be performed in lieu of a price analysis when this situation occurs. FTA C. 4220.1F, Chpt. IV(3)(i)(1)(a).

5.4.1.2. Sole Source

When Brainerd & Crow Wing Public Transit System requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Brainerd & Crow Wing Public Transit System may make a sole source award. In addition, when Brainerd & Crow Wing Public Transit System requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Brainerd & Crow Wing Public Transit System will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) Unique Capability or Availability – The products or services are available from only one source if one of the conditions described below is present:
 - (1) Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to Brainerd & Crow Wing Public Transit System only from one source and has not in the past been available to Brainerd & Crow Wing Public Transit System from another source.
 - (2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
 - (3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - (4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling Brainerd & Crow Wing Public Transit System's needs.

FTA C. 4220.1F, Chpt. IV(3)(i)(1)(b)(1).

- (b) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, Brainerd & Crow Wing Public Transit System should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
 - (1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond Brainerd & Crow Wing Public Transit System's control.

- (2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within Brainerd & Crow Wing Public Transit System's control.

FTA C. 4220.1F, Chpt. IV(3)(i)(1)(b)(2).

- (c) Unusual and Compelling Urgency – Brainerd & Crow Wing Public Transit System may limit the number of sources from which it solicits bids or proposals when Brainerd & Crow Wing Public Transit System has such an unusual and urgent need for the products or services that Brainerd & Crow Wing Public Transit System would be seriously injured unless it were permitted to limit the solicitation. Brainerd & Crow Wing Public Transit System may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services. FTA C. 4220.1F, Chpt. IV(3)(i)(1)(c).

- (d) Authorized by MnDOT – Brainerd & Crow Wing Public Transit System may request permission from MnDOT to allow it to use noncompetitive proposals for a particular procurement. FTA C. 4220.1F, Chpt. IV(3)(i)(1)(e).

- (e) When Prohibited – Less than full and open competition is not justified based on:

- (1) Failure to Plan – Brainerd & Crow Wing Public Transit System's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.
- (2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement.

FTA C. 4220.1F, Chpt. IV(3)(i)(2).

- (f) Procurement Procedures – The following requirements apply when Brainerd & Crow Wing Public Transit System completes a procurement utilizing less than full and open competition:

- (1) Potential Sources – Brainerd & Crow Wing Public Transit System must solicit offers from as many potential sources as is practicable under the circumstances.
- (2) Sole Source Justification – Brainerd & Crow Wing Public Transit System must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the Procurement Officer. If Brainerd & Crow Wing Public Transit System decides to solicit an offer from only one source, Brainerd & Crow Wing Public Transit System must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.
- (3) Cost Analysis – Brainerd & Crow Wing Public Transit System must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.

FTA C. 4220.1F, Chpt. IV(3)(i)(3).

- (g) Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the Procurement Coordinator or appropriate Director to be in the best interest of Brainerd & Crow Wing Public Transit System, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA or State financial assistance. Any such determination must be requested and authorized in writing by MnDOT.

5.5. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by Brainerd & Crow Wing Public Transit System.

5.5.1. General

When evaluating bids or proposals received in response to a solicitation, Brainerd & Crow Wing Public Transit System shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. Brainerd & Crow Wing Public Transit System may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation. FTA C. 4220.1F, Chpt. IV(7).

5.5.2. Options

The following standards shall apply when awarding contracts that include options:

5.5.2.1. Evaluation Required

In general, Brainerd & Crow Wing Public Transit System must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded. For formal procurements, the use of a team to conduct the evaluation will be used.

5.5.2.2. Evaluation Not Required

Brainerd & Crow Wing Public Transit System need not evaluate bids or offers for any option quantities when Brainerd & Crow Wing Public Transit System does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests.

FTA C. 4220.1F, Chpt. IV(7)(b).

5.6. Contract Award Requirements

The following standards shall apply to all contract award decisions made by Brainerd & Crow Wing Public Transit System:

5.6.1. Award to Other Than the Lowest Bidder or Offeror

Brainerd & Crow Wing Public Transit System may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Brainerd & Crow Wing Public Transit System may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Brainerd & Crow Wing Public Transit System must

include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror. FTA C. 4220.1F, Chpt. IV(8)(a).

5.6.1.1. Award Only to a Responsible Bidder or Offeror

Brainerd & Crow Wing Public Transit System may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. Brainerd & Crow Wing Public Transit System must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. Brainerd & Crow Wing Public Transit System must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Brainerd & Crow Wing Public Transit System. For every procurement action above the micro-purchase level, Brainerd & Crow Wing Public Transit System must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor “responsible” as required by 49 U.S.C. § 5325, Brainerd & Crow Wing Public Transit System, at a minimum, must determine and ensure that the prospective contractor satisfies the criteria of Integrity and Ethics, Debarment and Suspension, Affirmative Action and DBE, Public Policy, Administrative and Technical Capacity, Licensing and Taxes, Financial Resources, Production Capability, Timeliness, and Performance Record. FTA C. 4220.1F, Chpt. IV(8)(b).

5.6.1.2. Rejection of Bids and Proposals

Brainerd & Crow Wing Public Transit System may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Brainerd & Crow Wing Public Transit System must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor’s wholly owned affiliates to perform other work in connection with the project.

FTA C. 4220.1F, Chpt. IV(8)(c).

5.6.2. Affirmative Action and DBE

Is in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements, including completing an ICE and Scope of Work for any federally or state funded projects over \$5,000. 2 C.F.R. 200.321.

5.7. Independent Cost Estimate and Cost and Price Analysis

5.7.1. Independent Cost Estimate

For every solicitation above the micro-purchase threshold, Brainerd & Crow Wing Public Transit System shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals. FTA C. 4220.1F, Best Practices 4.6.1.

5.7.2. Cost or Price Analysis

Brainerd & Crow Wing Public Transit System shall perform a cost or price analysis in connection with every procurement over \$250,000, and ensure a Cost Analysis for all sole source and contract modifications. 2 C.F.R. 200.324(a); FTA C. 4220.1F, Chpt. IV(6).

5.7.2.1. Price Analysis

If Brainerd & Crow Wing Public Transit System determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. 2 C.F.R. 200.324(a); FTA C. 4220.1F, Chpt. IV(6).

5.7.2.2. Cost Analysis

Brainerd & Crow Wing Public Transit System must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

2 C.F.R. 200.324(a); FTA C. 4220.1F, Chpt. IV(6)(a).

6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

6.1. Brainerd & Crow Wing Public Transit System Staff Responsibilities

Prior to execution of third party contracts, Brainerd & Crow Wing Public Transit System shall designate a Project Manager to serve as Brainerd & Crow Wing Public Transit System's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third-party procurements.

6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the scope or restrictions accompanying the Federal statute or State laws authorizing the Federal and/or State assistance to be used. FTA C. 4220.1F, Chpt. IV(1)(a).

6.2.2. Period of Performance

Brainerd & Crow Wing Public Transit System will use sound business judgment and be judicious in establishing and extending a contract's period of performance. FTA C. 4220.1F, Chpt. IV(b)(3).

6.2.2.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Brainerd & Crow Wing Public Transit System will also consider competition, pricing, fairness, and public perception. Brainerd & Crow Wing Public Transit System's procurement files will document its rationale for determining the performance period designated for each contract. FTA C. 4220.1F, Chpt. IV(b)(3)(a).

6.2.2.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1F, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Brainerd & Crow Wing Public Transit System awards a third-party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification. FTA C. 4220.1F, Chpt. IV(b)(3)(c).

6.2.2.3. Authority to Extend

The Transit Director has the sole authority to approve and execute contract modifications. The Procurement Officer for the contract shall recommend all contract time; prior to making a

recommendation for a contract time extension. The Procurement Officer shall prepare a written justification and cost analysis for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

6.3. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal or State law or regulation, and must comply with Federal cost principles applicable to the recipient. FTA C. 4220.1F, Chpt. IV(b)(4).

OMB guidance for grants and agreements, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR § 200, applies to project costs incurred Brainerd & Crow Wing Public Transit System.

6.4. Payment Provisions

Brainerd & Crow Wing Public Transit System will follow the provisions of this section when using Federal or State funds to support its third party contracts. FTA C. 4220.1F, Chpt. IV(b)(5).

6.4.1. Financial Support for the Project

Costs may only be incurred by Brainerd & Crow Wing Public Transit System if MnDOT or FTA has awarded a financial assistance contract to Brainerd & Crow Wing Public Transit System.

6.4.1.1. Progress Payments

Progress payments are payments for contract work that has not been completed. Brainerd & Crow Wing Public Transit System may use MnDOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. FTA C. 4220.1F, Chpt. IV(b)(5)(c).

6.4.1.2. Adequate Security for Progress Payments

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Brainerd & Crow Wing Public Transit System should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance. FTA C. 4220.1F, Chpt. IV(b)(5)(c)(1).

6.4.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made. FTA C. 4220.1F, Chpt. IV(b)(5)(c)(2).

6.4.1.4. Percentage of Completion Method

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. Brainerd & Crow Wing Public Transit System, however, may not make progress payments for other than construction contracts based on this percentage method. FTA C. 4220.1F, Chpt. IV(b)(5)(c)(3).

6.5. Protections Against Performance Difficulties

Brainerd & Crow Wing Public Transit System shall include provisions in its third-party contracts that will reduce potential problems that might occur during contract performance, as follows:

6.5.1. Changes

Brainerd & Crow Wing Public Transit System shall include provisions that address changes and changed conditions in all third-party contracts except for routine supply contracts. FTA C. 4220.1F, Chpt. IV(b)(6)(a).

6.5.2. Remedies

Brainerd & Crow Wing Public Transit System shall include provisions that address remedies in its third-party contracts. Provisions related to remedies may include provisions for:

6.5.2.1. Liquidated Damages

Brainerd & Crow Wing Public Transit System may use liquidated damages if Brainerd & Crow Wing Public Transit System reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Brainerd & Crow Wing Public Transit System's costs should the standards not be met and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the transit system account. FTA C. 4220.1F, Chpt. IV(b)(6)(b)(1).

6.5.2.2. Violation or Breach

Third party contracts exceeding \$250,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor. FTA C. 4220.1F, Chpt. IV(b)(6)(b)(2).

6.5.2.3. Suspension of Work

Brainerd & Crow Wing Public Transit System may include provisions pertaining to suspension of work in its third-party contracts. FTA C. 4220.1F, Chpt. IV(b)(6)(b)(3).

6.5.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000. FTA C. 4220.1F, Chpt. IV(b)(6)(b)(4).

6.6. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

6.6.1. Written Record of Procurement History

Brainerd & Crow Wing Public Transit System shall maintain written records detailing the history of the procurement, including records relating to:

6.6.1.1. Procurement Method

Brainerd & Crow Wing Public Transit System must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive. FTA C. 4220.1F, Chpt. III(3)(d)(1)(a).

6.6.1.2. Contract Type

Brainerd & Crow Wing Public Transit System must state the reasons for selecting the contract type it used. FTA C. 4220.1F, Chpt. III(3)(d)(1)(b).

6.6.1.3. Contractor Selection

Brainerd & Crow Wing Public Transit System must state its reasons for contractor selection or rejection, including written justification and evaluation documents. FTA C. 4220.1F, Chpt. III(3)(d)(1)(c).

6.6.1.4. Contractor Responsibility

Brainerd & Crow Wing Public Transit System must provide a written determination of responsibility for the successful contractor. FTA C. 4220.1F, Chpt. III(3)(d)(1)(c).

6.6.1.5. Cost or Price

Brainerd & Crow Wing Public Transit System must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis. FTA C. 4220.1F, Chpt. III(3)(d)(1)(d).

6.6.1.6. Reasonable Documentation

Brainerd & Crow Wing Public Transit System must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt, and evaluation of offers, and contract award, negotiation and execution. FTA C. 4220.1F, Chpt. III(3)(d)(1)(e).

6.7. Contract Administration and Close-Out Documents

Brainerd & Crow Wing Public Transit System shall maintain written records detailing the performance and close-out of the contract, including records relating to:

6.7.1. Contract Deliverables

Brainerd & Crow Wing Public Transit System must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables. FTA C. 4220.1F, Chpt. III(3)(d).

6.7.2. Contract Changes

Brainerd & Crow Wing Public Transit System must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation, and execution. FTA C. 4220.1F, Chpt. III(3)(d).

6.7.3. Contract Payments

Brainerd & Crow Wing Public Transit System must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products. FTA C. 4220.1F, Chpt. III(3)(d).

6.7.4. Contract Close-Out

Brainerd & Crow Wing Public Transit System must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to Brainerd & Crow Wing Public Transit System, and contract audit and final reconciliation. FTA C. 4220.1F, Chpt. III(3)(d).

6.8. Protest Procedures

See 2 C.F.R. 200.318(k); FTA C. 4220.1F, Best Practices 4.9.

6.8.1. Statement of Policy

Brainerd & Crow Wing Public Transit System is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment. FTA C. 4220.1F, Chpt. VII.

In general, MnDOT will not substitute its judgment for that of Brainerd & Crow Wing Public Transit System unless the matter is primarily a federal concern. Nevertheless, MnDOT and FTA can become involved in Brainerd & Crow Wing Public Transit System's administrative decisions when a Brainerd & Crow Wing Public Transit System protest decision is appealed to MnDOT.

Brainerd & Crow Wing Public Transit System's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. Brainerd & Crow Wing Public Transit System shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

6.8.2. Brainerd & Crow Wing Public Transit System Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- Procurement Officer – Responsibilities include: ensuring that the Brainerd & Crow Wing Public Transit System Protest Procedure is included in all solicitation documents; and providing information to and assisting the legal counsel with the resolution of protests.

- Transit Director and Governing Board – Responsibilities include reviewing all procurement protests; and advising and assisting the Subrecipient as needed with the resolution of all procurement protests.

FTA C. 4220.1F, Chpt. VII(1)(a).

6.8.3. Solicitation Provision

Brainerd & Crow Wing Public Transit System shall insert the following provision in all solicitation documents:

6.8.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Procurement Officer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Procurement Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

6.8.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Brainerd & Crow Wing Public Transit System, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Brainerd & Crow Wing Public Transit System's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Brainerd & Crow Wing Public Transit System.

The Procurement Officer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Brainerd & Crow Wing Public Transit System shall announce the contract award.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by MnDOT as specified below.

6.8.4. Requirements for Protests

All protests must be submitted to Brainerd & Crow Wing Public Transit System in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is

entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Brainerd & Crow Wing Public Transit System.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer at the address shown in the solicitation documents.

6.8.5. Protest Response

The Procurement Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Brainerd & Crow Wing Public Transit System will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Brainerd & Crow Wing Public Transit System response to the protest and Brainerd & Crow Wing Public Transit System will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.8.6. Review of Protests by MnDOT

All protests or complaints involving contracts financed with state or Federal assistance shall be disclosed to MnDOT and will keep FTA informed about the status of any such protest or complaint. Brainerd & Crow Wing Public Transit System shall disclose all information about any third party procurement protest to MnDOT upon request. Protesters shall exhaust all administrative remedies with Brainerd & Crow Wing Public Transit System prior to pursuing protests with MnDOT. MnDOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to MnDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of Brainerd & Crow Wing Public Transit System final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to MnDOT.



Transportation Committee Agenda Request

MEETING DATE: May 9, 2024

TITLE OF ITEM: Recommend 2024-2027 Transit Operating Contract Proposal

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director, **DEPARTMENT:** Public Works
Crystal Gauthier, Transit Coordinator

PRESENTER: Jessie Dehn, Public Works Director, **ESTIMATED TIME (MIN):** 30 Minutes
Crystal Gauthier, Transit Coordinator

SUMMARY OF ISSUE: With the expiration of the current transit operating contract on June 30, 2024, staff has issued a Request for Proposals for the next 3-year term for the transit operating contract. The Request for Proposals was advertised from early February and proposals accepted until April 19, 2024. While staff received inquiries from multiple vendors, the City received one proposal from Blue Sky Transit. Attached to this item is a copy of the Request for Proposals and the proposal received from Blue Sky Transit.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff has reviewed the proposal for completeness and details of the proposal. Attached are the scoring evaluation sheets from staff for the Blue Sky Transit proposal. The proposal includes nearly all of the same provisions as the proposal that was provided in 2021. Some of the main concerns that staff has with the proposal are as follows:

- Full-time on-site management has been an issue throughout a majority of the previous contract. This proposal does not specifically address how these issues will be corrected. It is referenced that the current Transit Manager, Kay Stuart, would be tasked with hiring a new Transit Manager. Turnover is likely a contributing factor to operational issues that have been found throughout the previous contract.
- The Maintenance program is vague on the specifics of the program and how it will be managed. The proposal copies and pastes the PM schedules for the buses and the requirements of the bus cleaning. However, this has been an ongoing issue throughout a majority of the previous contract. This proposal does not address how this will be addressed or improved. Through software tracking? Who is in charge of auditing "repeat" repairs? This was a significant area of needed improvement from MnDOT's audit.
- The Training program in the proposal lacks specifics on the operations of the transit program. The program lays out the "generic" training program for all employees and more position specific trainings. There is little discussion about who is responsible for training employees on the details of the transit program. For example, there is little discussion of the responsibilities of

who will train dispatchers on RouteMatch software, how to enter data correctly, and responsible for follow up and correction when necessary. Similarly for Pre-Trip/Post-Trip inspections and other facets of the program. City staff has had to assist in this effort due to the significant turnover during the previous contract and this proposal does not address this sufficiently of how it would be corrected moving forward.

As TAC Member Lambert will not be present at the meeting, she shared her comments to provide to the TAC Committee. Her comments are as follows:

As I am not there for the meeting. I will say this. As per their proposal there will be a manager on site. This is a must and I ask how will they provide this service on a continuous basis. Because this has been an issue for transit in the past. The importance of having trained dispatcher and personnel is critical for our system to operate.

That's all Crystal.

Jan Lambert

Staff has concerns about areas of non-performance in the previous contract and the proposer's plan to address this should they be awarded the next contract. Issues of non-performance are not limited to this last contract. Staff encountered issues of non-performance in previous contracts with other contractors as well. Due to this, staff revised Section 3.3 NON-PERFORMANCE in the Request for Proposals. In this section, staff more specifically addressed typical areas of non-performance and damages should they continue. The amounts are derived from approximate cost of staff time, loss of potential revenue, or other metric. However, with these revisions, this will require a considerable amount of detailed documentation from staff to ensure that these provisions are enforceable.

Staff has included concerns regarding Blue Sky Transit operations in the previous contract and the proposal lacking direction of how this addresses those concerns. However, there have been sections of time when Blue Sky Transit operations were going well and they were meeting most of the metrics of the contract. With the non-performance provisions and review of the proposal, staff would be amenable to award of the contract to Blue Sky Transit for the 2024-2027 contract period.

RECOMMENDED ACTION/MOTION: Staff recommends award of the 2024-2027 Transit Operating Contract to Blue Sky Transit and recommends TAC recommend approval to the Brainerd City Council.

FINANCIAL IMPACT: \$1,025,366 (Year 1)

**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, 2024 to June 30, 2027

Prepared By:
Crystal
Gauthier
Transit Coordinator
Brainerd and Crow Wing Public Transit

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For Operation of Brainerd & Crow Wing Public Transit System for period 7/1/2024 – 6/30/2027

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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 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 April 19, 2024
at 2:00 P.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 2:00 p.m., local time, April 19, 2024, 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, 2024 through June 30, 2027 in accordance with the specifications on same.

Following the proposal acceptance date of April 19, 2024, Transit staff will be reviewing and presenting proposals to the Transportation Advisory Committee (TAC). Proposals will be evaluated by the TAC Committee on Thursday, May 9, 2024. At that meeting, the TAC Committee will be making a recommendation to the Brainerd City Council. The Brainerd City Council will be considering an award at their meeting on Monday, May 20, 2024. 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 third party 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
218-454-3429
cgauthier@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 \$1,526,499; the Federal Assistance Listing number is 20.509.

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

May 20, 2024

– City Administrator

Publish: Saturday February 3rd, 2024, Wednesday, February 7th, 2024, Saturday, February 10th, 2024, in Brainerd Dispatch and Star Tribune Newspaper Saturday February 3rd, 2024 and Saturday, February 10th, 2024

Publish: February 1st, 2024, to April 19th, 2024 on the City of Brainerd website

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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, 2024 and ending on June 30, 2027.

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 \$1,526,499 the Federal Assistance Listing number is 20.509.

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 April 19th, 2024 *Email questions to cgauthier@ci.brainerd.mn.us will also be accepted until the foregoing date.*

1.2 **DBE Language**

Disadvantaged Business Enterprises (DBE) Special Provisions: The MnDOT Office of Civil Rights has assigned a race gender neutral goal to this project. Responders are directed to read the DBE Special Provisions. posted along with this RFP. The DBE Special Provisions explains how to comply with the DBE requirements. See pages one and two regarding documents that a responder must submit with its proposal. The form required in the proposal can be found on Page 3 of the Special Provisions. To view a listing of certified DBE's, please contact the MnDOT Office of Civil Rights at 651-366-3073. TIT 651-281-5799 or visit: www.dot.state.mu.us/eeocm

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, 2024 and ending on June 30, 2027. Routes will only be paid for by the actual service hours provided to the public, and does not include pre-trip, post-trip, 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 six transit buses on a full- and part-time basis, with 7 demand response runs. 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.

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 2:00 p.m., local time, April 19th, 2024 Proposer’s 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 and Multi Line Dispatching Phone Systems)
 - d. Qualifications and experience of all proposed Administrative, Supervisory, Management personnel
 - e. Recruitment, hiring and retraining program for Drivers and/or Dispatchers
 - f. Organizational Chart detailing structure and reporting relationships
3. What facility 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
 - e. Provide a proposed Bus Washing and Interior Cleaning process

For Operation of Brainerd & Crow Wing Public Transit System for period 7/1/2024 – 6/30/2027

f. Road Call Management plan in the event of breakdowns

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

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 Contract Operator Manager, 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 by transit staff and presented to the Transportation Advisory Committee (TAC) 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.

Staff will evaluate proposals for responsibility of the proposer, responsiveness, and completeness of the proposals. The Transportation Advisory Committee (TAC) will make a recommendation to the Brainerd City Council based on the evaluation of proposals and which proposal is most advantageous to the Brainerd and Crow Wing Public Transit System.

2. Cost (Tradeoff Evaluation)

The 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 contract 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 seven (7) 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 45,000 to 50,000 rides annually to the major population centers of Crow Wing. Currently, these are the cities of Brainerd, Baxter, Crosby area, and Pequot Lakes area (See Attachment 1a).

The available bus fleet consists of 6 active buses operating 7 demand response runs.

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

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 Subscription/Standing Order

A Standing Order is Demand Response service in which schedules are arranged for riders who sign up for the service in advance. The passenger does not have to call to make an individual reservation. 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.

2.4 Estimated Operating Hours -Description of Weekday Service

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

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

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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.

2.5 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	Mon – Fri	8:30 am – 2:00 pm,	5.5 hrs/day	27.5
City Demand 1	Mon – Fri	8:30 am – 2:00 pm	5.5 hrs/day	27.5
City Demand 2	Mon – Fri	8:00 am – 4:30 pm	8.5 hrs/day	42.5
City Demand 3, early & late	Mon – Fri	6:00 am – 6:00 pm	12 hrs/day	60
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 Demand Pequot	Mon - Fri	6:30 am – 8:30 am, 2:00 pm – 4:30 pm	4.5 hrs/day	22.5
County Demand Crosby	Mon - Fri	6:30 am – 8:30 am, 2:00 pm – 4:30 pm	4.5 hrs/day	22.5
Approx 15,470 hours/year			Approx 297.5 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 are 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. Mileage should not be put on buses that are out of service.

2.6 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	07129	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	2
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	34282	A	400	Gas	2022	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 services. (See fleet inventory)

ADDITIONAL EQUIPMENT INVENTORY (Dispatch use)			
YEAR	ITEM	DESCRIPTION	LOCATION
2023+	Samsung Tablets	Mobile Data Tablet	Bus mounted
2014+	RouteMatch	Dispatching, Routing and Scheduling Software	Brainerd City Hall
2022	Telephone	Webex Business Calling Phone System	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
2022+	Desktop Computers	Dell and monitors	Brainerd City Hall
2014+	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, 2024, and ending on June 30, 2027.

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 contractor shall provide the City with a 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 non-performance under the contract. The following shall constitute non-performance and the City shall be entitled to liquidating damages according to the following schedule:

Non-Performance Metric	Liquidated Damages
Failure of contractor to notify the City of vehicle breakdowns, accidents, injuries, or other unusual occurrences within one hour.	\$100 per occurrence
Failure of contractor to comply with the procedures and the rules and regulations established by the City and all conditions of this contract.	\$100 per occurrence
Failure of contractor to provide necessary reports, information, or other required data relating to the public transit system.	\$50 per occurrence per month
Failure of contractor to maintain and repair vehicles adequately pursuant to the Maintenance Policy.	\$50 per day per bus per Preventative Maintenance task beyond the required mileage \$25 per missing pre-trip/post-trip inspection report \$25 per day per bus not receiving required exterior washing and interior cleaning \$50 per missing monthly maintenance record
Violations of any related city policies, operating procedures and/or State and Federal laws rules and regulations.	\$250 per occurrence
Failure of contractor to have an adequate number of properly trained drivers and dispatchers to cover the day's routes and service hours.	\$250 per day per route
Failure of contractor to maintain an adequate number of functional buses to cover the day's routes and service hours.	\$250 per day per route

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Failure of contractor to answer the dispatch telephone promptly and consistently at a rate of 85% or higher daily.	80-84.99% = \$50 per day 75-79.99% = \$100 per day 70-74.99% = \$150 per day Below 70% = \$250 per day
Inappropriate driver or contractor staff behavior, language, or procedures in dealing with passengers, city staff, or the public.	\$100 per occurrence
Failure to accurately enter every trip into RouteMatch. Every ride requires a trip entered.	\$25 per erroneous or missing trip

In the event the City determines the contractor has exhibited any of the above, the City shall notify the contractor within one week of determining such occurrence. At the time of notification, the contractor will be given an opportunity to be heard regarding the incident of non-performance. The contractor, City Engineer, and Transit Coordinator will meet and review the incident at the contractor'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.

Brainerd & Crow Wing Public Transit may terminate the Contract at any time, with or without cause, upon 30 days written notice to the Contractor. If the Contract is terminated, Brainerd & Crow Wing Public Transit will pay Contractor on a pro rata basis for services satisfactorily performed or delivered. In the event Brainerd & Crow Wing Public Transit cannot or does not obtain funding from the STATE or other funding source, or funding cannot be continued at a level sufficient to allow for the purchasing of the services or goods contained within the Contract, the Contract may be immediately canceled at Brainerd & Crow Wing Public Transit's option, by written notice of cancellation delivered in person, by e-mail, or via facsimile to Contractor at the address specified within the Contract. Brainerd & Crow Wing Public Transit will not be obligated to pay for any services or goods provided by the Contractor after such notice of cancellation.

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.

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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 weekly washing of the exterior.
7. Facilities 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. Handling of fueling credit cards.
17. ALL security issues, including keys, tablets, cameras, network access, database, website, etc. shall be under the City of Brainerd's complete authority.

4.1.2 **Manager**

The Contractor shall furnish a manager, 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
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- 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. Willingness to assist and cater to the special needs of senior citizens, persons with disabilities, etc. including general knowledge of requirements under the ADA rules.
 4. Be able to read, write and speak the English Language.
 5. Have knowledge of roads and major activity centers in the transit service area.
 6. Have knowledge of and be trained in the use of handicapped lift and security devices including tie downs and shoulder belts.
 7. Have knowledge and ability to perform preventive maintenance / pre-trip checks (See Attachment 2b).
 8. Operate a tablet, visually verify cash deposited into the farebox (confirmation of correct fare), make reports and abide by all Transit Policies.
 9. Be neat in appearance.
 10. Willingly assist public passengers in a courteous and respectful manner.
 11. Maintain fuel and fluids in the transit vehicle and document on daily log sheets.
 12. Deal courteously and effectively with passengers and the public.
 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.

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.

Contract 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 Contractor shall provide or require the employees to provide and wear clean, seasonably appropriate uniform shirt and jacket and identification badge. The Contractor 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

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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 located on the City of Brainerd Transit webpage <http://www.ci.brainerd.mn.us/195/Transit>

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, during normal service hours. 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 with roads and major activity centers in the transit service area.
3. Accurately input and record data within RouteMatch including names, addresses, pick up and destination information and billing information.
4. Computer knowledge including database 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

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- 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 contractor 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 contractor'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 expenses, 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 contractor shall arrange for the repair of all transit vehicles. Repair parts and labor are reimbursable. The contractor will contact the Transit Coordinator prior to performing engine or transmission replacement or any other "major" repair items exceeding \$500.

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.

4.6 **Fuel**

Fuel for the transit vehicles shall be paid for using Agency-provided fuel cards. Each bus will

have individually assigned fuel cards to be used for fueling purposes only. The contractor shall fuel at local retail fueling stations as convenient and economical as able. Drivers will be required to enter a PIN consisting of the last 4 digits of their social security number. Drivers must be registered with the Agency prior to granting access to the fuel cards. Only approved personnel will be allowed to pump fuel into the buses after receiving appropriate instructions.

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 eighth (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 contractor, 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 contractor shall submit reports containing the following information along with monthly invoices:

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

4.7.1 Complaints

Complaints shall be taken and recorded by the third-party contract operator. The contractor will work cooperatively with transit staff to investigate and resolve all complaints. The contractor 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 contractor shall complete a summary of complaints to be submitted to the Transit Coordinator monthly. Unresolved or excessive complaints of a similar type or substantiated complaints related to safety could be grounds for non-performance of contract.

4.8 **Measurement of Quantities**

Payments to the contractor 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 supplies, 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 repairs to Agency-owned vehicles. The contractor shall consult the Agency prior to making expenditure if there is any question as to whether the expenditure is reimbursable. Further, the contractor will make a reasonable attempt to contact the Agency for preauthorization relating to any reimbursable expenses.

4.9 **Billing**

The contractor shall provide the City with an invoice for each month of operation. Payment due the contractor 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.

For Operation of Brainerd & Crow Wing Public Transit System for period 7/1/2024 – 6/30/2027

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 contractors' 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
- 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

For Operation Of Brainerd & Crow Wing Public Transit System

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

For Operation of Brainerd & Crow Wing Public Transit System for period 7/1/2024 – 6/30/2027

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
For Operation of Brainerd & Crow Wing Public Transit System for period 7/1/2024 – 6/30/2027

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 eight (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 of each year.

Take The Bus

Brainerd Area Public Transit

SCHEDULE & INFORMATION

Public Transit Service
for the Communities of
Brainerd and Baxter



For additional route information visit us at

<http://www.ci.brainerd.mn.us/transit/>

Schedule a ride at **(218) 825-7433**

Toll Free **866-925-7433**

TTY-MN Relay **800-627-3529**

What is Dial-a-Ride?

Dial-a-Ride is a shared ride transit service that will pick you up curbside at your home or place of business. We will arrange to pick you up as near to your requested time as possible. Please let the dispatcher know if you'll need the mobility lift.

Save money by scheduling dial-a-ride requests at least one day prior to need.

Dial-a-Ride hours are 6:00 am to 6:00 pm. Monday—Friday. Space may be limited during peak times.

Fares

\$3.00 each trip booked in advance. \$6.00 same day for Brainerd originating trips.

\$7.00 each trip booked in advance. \$11 same day for Baxter originating trips.

Ride Passes & Tokens

.25\$ tokens, \$1 Tokens, \$10 & \$20 ride passes are available at Brainerd City Hall or for purchase online.

*A paid fare is required before riding.
Smallest coin accepted is a quarter. Cash, Check, tickets or tokens are valid fares.
Drivers do not carry change.*

Dial-a-Ride Extras

- ◆ Passengers may request driver assistance to and from doors and help with small packages.
- ◆ Due to space and safety concerns there is a strict 4 bag limit.
- ◆ Buses may not enter driveways or small parking lots. Please be ready to board at the curb.
- ◆ Please be ready 10 minutes prior to your pick up time. The bus may wait only 3 minutes at your location.
- ◆ State law requires that bus drivers and passengers wear seat belts at all times.
- ◆ No shows will result in possible loss of ride privileges. Please give dispatch sufficient notice to cancel your ride.
- ◆ Service animals are allowed. All other animals must be contained in a pet carrier.

All buses are ADA compliant and handicap accessible (lift equipped).

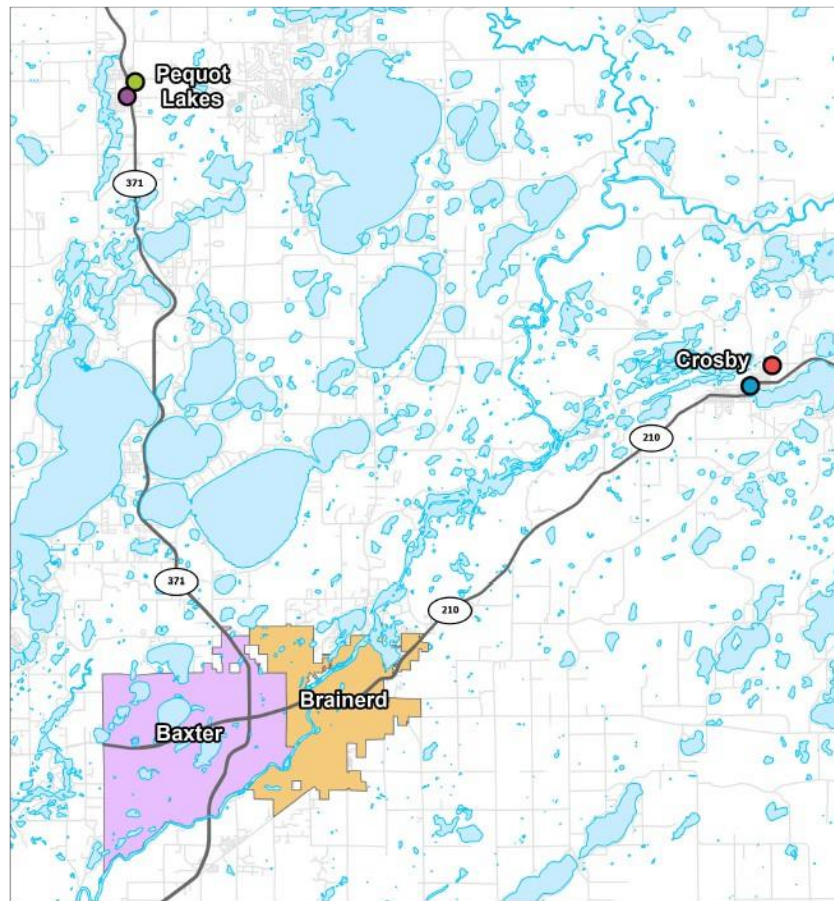
"It is the Mission of the Brainerd & Crow Wing County Public Transit agency to facilitate mobility by providing options for safe, efficient and reliable transportation."

Please visit our website for more information and opportunities!

<https://www.ci.brainerd.mn.us/195/Transit>

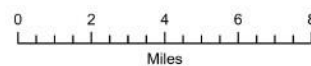
- ⇒ Transit Operating Policies
- ⇒ Transit Language Asst. Plan
- ⇒ Title VI Notification & Complaint
- ⇒ Transit pass purchases on City of Brainerd Web Store
- ⇒ Rider safety guide
- ⇒ Bicycle rack information
- ⇒ Sign up for text alerts with 'Notify Me'
- ⇒ Cancel a trip online using the cancellation form

Brainerd & Crow Wing County Service Map



Legend

County Dial-a-Ride Stops	Baxter Dial-a-Ride
Hallett Community Center	Brainerd Dial-a-Ride
Holiday Gas Station	Highways
St Alice Catholic	Other Roads
SuperValu	Water Features



Produced by City of Brainerd GIS, 2023

GET ONBOARD!

We will ask your name, address and phone number. Then we will ask when and where you would like to be picked up and where you would like to go. It's that easy!

Let the dispatcher know if you need assistance.

Please allow extra time as the bus will be making additional stops along the way. Public Transit is a shared ride service.

Perfect for work, shopping trips, medical appointments, and other transportation needs.

Bring your bike! All buses are equipped with easy loading bike racks.

RIDE THE BUS!

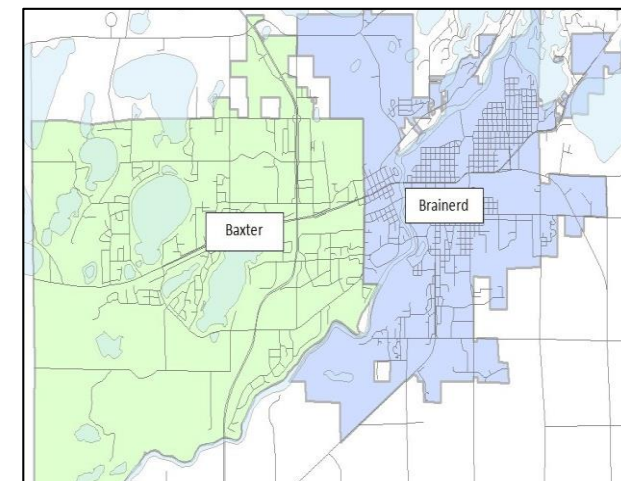
Scheduling a Ride

To schedule a ride, call our dispatch center between the hours of 6:30am and 5:30pm Monday thru Friday. Closed on most major holidays and weekends.

The driver can not set up your ride or make changes to your scheduled trip. Same day requests are subject to availability.

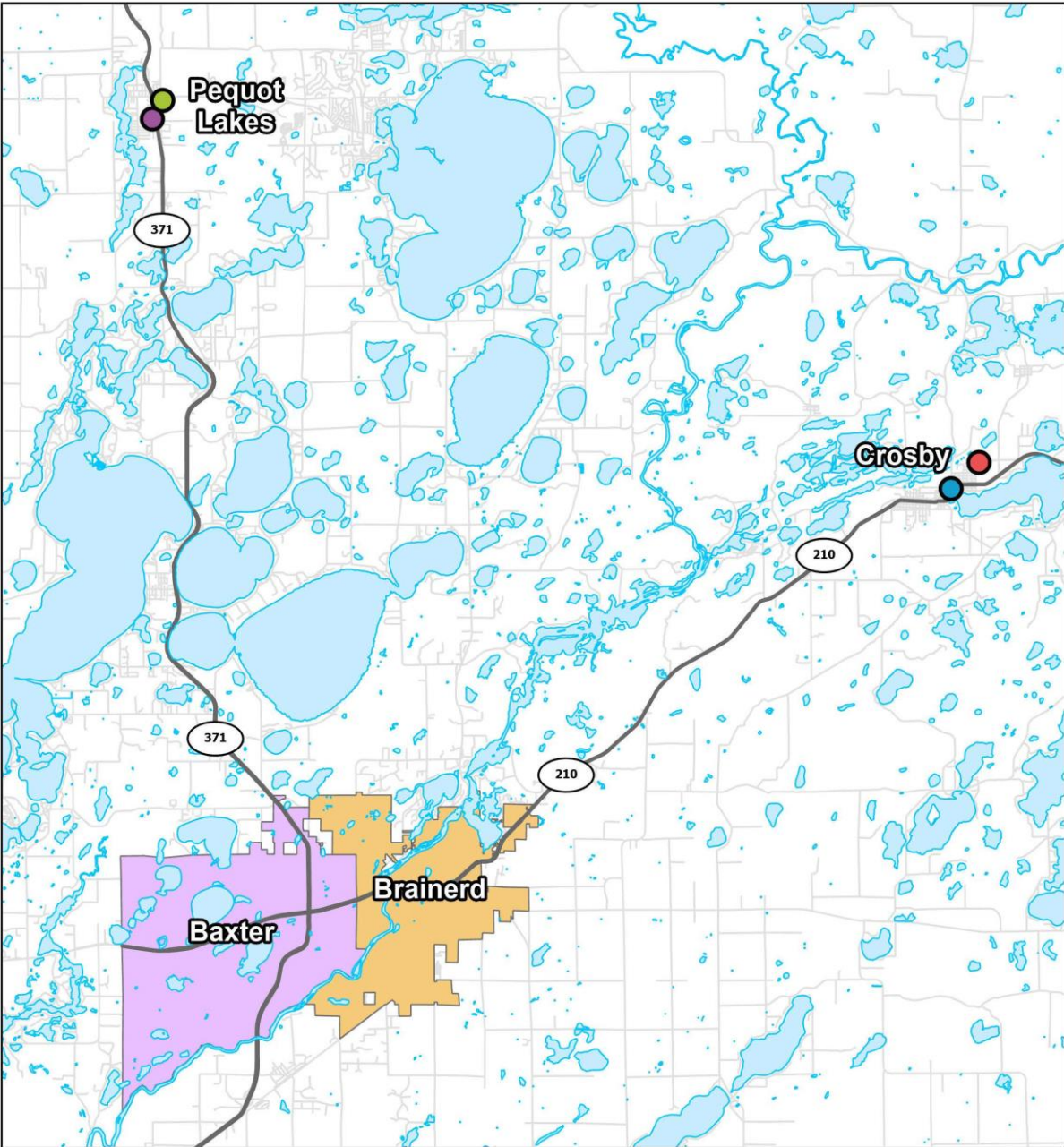
Call (218) 825-7433

or Toll Free at 1-866-925-7433





Transit Map



Legend

County Dial-a-Ride Stops

- Hallett Community Center
- Holiday Gas Station
- St Alice Catholic
- SuperValu

- Baxter Dial-a-Ride
- Brainerd Dial-a-Ride
- Highways
- Other Roads
- Water Features



Produced by City of Brainerd GIS, 2023

CROSBY TWICE DAILY PUBLIC TRANSIT SERVICE

At the Crow Wing County Board Meeting June 27, 2023, a fare increase was approved for Crow Wing County trips to a fare of \$8.00 in advance, \$12.00 for same day reservations. Transit services for Crow Wing County City of Crosby will convert to a twice-daily service from select locations. All changes are Effective as of 9/11/2023.

The select locations and times of public transit service for the City of Crosby are Monday – Friday 6:30 A.M. – 4:30 P.M. The select locations and schedule is listed below:

AM SERVICES FROM BRAINERD/BAXTER TO CROSBY

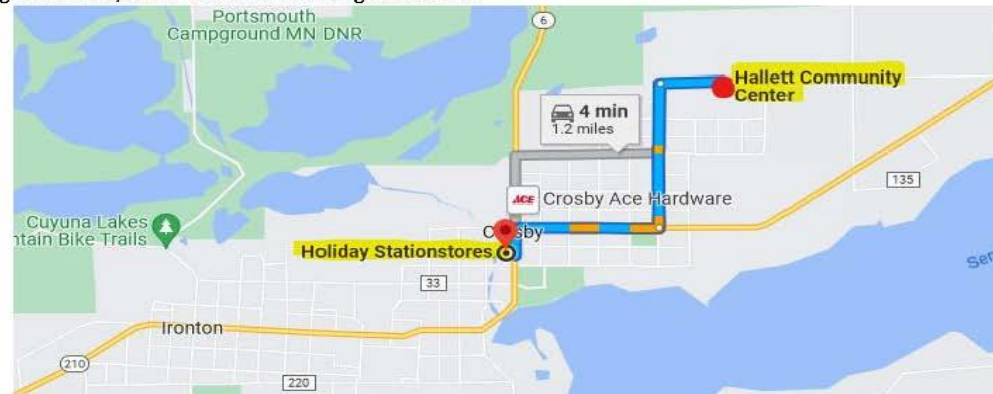
- 6:30 A.M. – 6:45 A.M. pickups around Brainerd and Baxter going to Crosby select locations.

AM SERVICES IN CROSBY

- 7:15 A.M. pick up/drop off at Holiday Gas Station Store, 104 3rd Ave SW Crosby, MN 56441
- 7:30 A.M. pick up/drop off at Hallett Community Center, 470 8th St NE, Crosby, MN 56441
- Return to Brainerd and Baxter for passenger drop offs at their requested drop off locations.

PM SERVICES TO CROSBY FROM BRAINERD/BAXTER & RETURN

- 2:00 P.M. begin passenger pickups in Brainerd and Baxter returning to Hallett Community Center Crosby and Crosby Holiday Gas Station Store for passenger drop offs and pickups.
 - Return to Crosby at 2:45 P.M. with drop offs and pickups at 3:15 P.M. at Hallett Community Center, and at 3:30 P.M. at Holiday Gas Station Store returning to Brainerd/Baxter with service ending at 4:30 P.M.



*County Public Transit Service offered is Demand Response. Each trip requires the passenger to schedule their ride with Dispatch. Please call City of Brainerd & Crow Wing County Public Transit with any questions or to book a trip today! 218-825-7433

PEQUOT LAKES TWICE DAILY PUBLIC TRANSIT SERVICE

At the Crow Wing County Board Meeting June 27, 2023, a fare increase was approved for Crow Wing County trips to a fare of \$8.00 in advance, \$12.00 for same day reservations. Transit services for Crow Wing County City of Pequot Lakes will convert to a twice-daily service from select locations in Pequot Lakes. All changes are Effective as of 9/11/2023.

The select locations and times of public transit service for the City of Pequot Lakes are Monday – Friday 6:30 A.M. – 4:30 P.M. The select locations and schedule are listed below:

AM SERVICES FROM BRAINERD/BAXTER TO PEQUOT LAKES

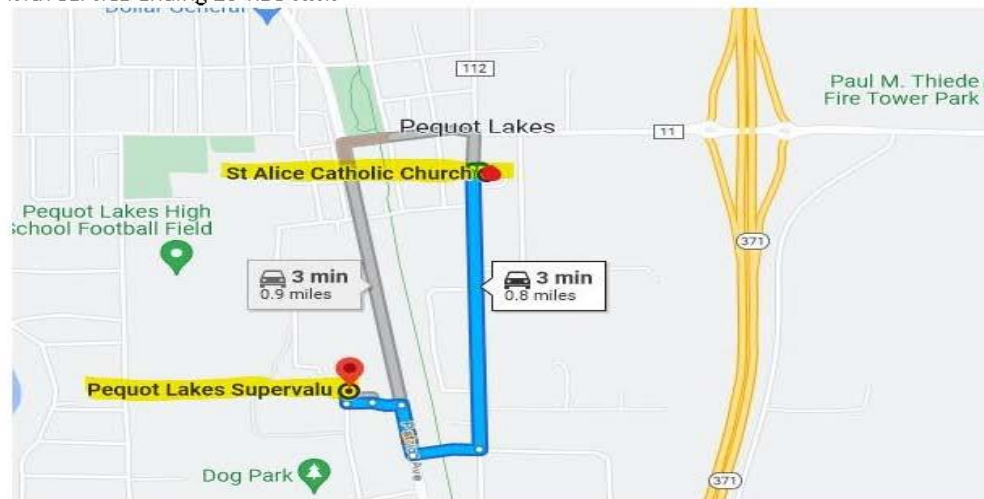
- 6:30 A.M. – 6:45 A.M. pickups around Brainerd and Baxter going to Pequot Lakes select locations.

AM SERVICES IN PEQUOT LAKES

- 7:15 A.M. pick up/drop off at St. Alice Church, 30918 Rasmussen Rd, Pequot Lakes, MN 56472
- 7:30 A.M. pick up/drop off at Pequot Lakes Supervalu, 30585 Patriot Ave, Pequot Lakes, MN 56472
- Return to Brainerd and Baxter for passenger drop offs at their requested drop off locations.

PM SERVICES TO PEQUOT LAKES FROM BRAINERD/BAXTER & RETURN

- 2:00 P.M. begin passenger pickups in Brainerd and Baxter returning to St. Alice Catholic Church and Supervalu for passenger drop offs and pickups.
 - Return to Pequot Lakes at 2:45 P.M. with drop offs and pickups at 3:15 P.M. at St. Alice Catholic Church, and at 3:30 P.M. at Supervalu returning to Brainerd/Baxter with service ending at 4:30 P.M.



*County Public Transit Service offered is Demand Response. Each trip requires the passenger to schedule their ride with Dispatch. Please call City of Brainerd & Crow Wing County Public Transit with any questions or to book a trip today! 218-825-7433

**CITY OF BRAINERD – CROW WING COUNTY
AND THE CITY OF PINE RIVER
PUBLIC TRANSIT OPERATING POLICY**

1.01 INTRODUCTION

This document outlines specific service standards for the operation and management of the Brainerd & Crow Wing Public Transit service. These standards have been developed through the review of previous service guidelines, present service capacities, and previous experience with the provision of transportation services for persons with a disability, and the Americans with Disabilities Act of 1990 transportation final rule. The following are only basic service standards. More detailed operating procedures may exist with regard to specific protocol for employee management issues, accident/emergency management, fiscal accountability and other operational matters.

2.0 SERVICE STANDARDS

2.1 GENERAL INFORMATION

2.1.1 Service Availability: Passenger pick-ups will occur between the hours of 8:00 a.m. and 4:30 p.m. There will be limited service for passenger pickups from 6:00 to 8:00 a.m. and 4:30 to 6:00 p.m. There shall be no service on Saturdays, Sundays, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day.

2.1.2 Service Area: It shall be the intent and design of the transit system to provide limited transportation service to eligible riders within Crow Wing County. The City of Brainerd shall provide services within the corporate limits of the City of Brainerd and extending under contract to the City of Baxter. Services extending beyond the city limits of Brainerd and Baxter shall be subject to the review of Crow Wing County. The City of Brainerd shall also provide contractual services to the City of Pine River whose service design and fares shall be determined by the City of Pine River.

2.1.3 Fares: Each fare is applicable to one-way complete trip. Once the passenger disembarks from the vehicle, or arrives at a destination, one trip is completed. Upon entering the same vehicle again, a new trip commences and the passenger will be required to pay a new fare. It shall be the responsibility of the driver to make certain that customers pay all fares and that customers insert all fares into the fare box. Passengers are responsible for having exact change, token or ride ticket. Drivers are not to make change, extend credit or allow free rides. Addendum has current fares. Ride tickets and tokens may be purchased at Brainerd City Hall, 501 Laurel Street.

2.1.4 Same Day Reservations: Trip requests for same day service will result in a double fare charge on all trips that day. All requests for service and changes to service must be placed with the dispatcher.

2.1.5 Fare Payment: It is the responsibility of the passenger or passenger's companion to properly pay each one-way trip fare by means of cash, ride ticket or token. The smallest coin accepted is a quarter. Failure to properly adhere to the fare requirements may result in denial of a ride.

2.1.5.1 Ticket Responsibility: It is the responsibility of each rider to manage his/her ride tickets or tokens. The public transit drivers and support staff shall not be responsible for managing passenger tickets or tokens.

2.1.5.2 Prepayment & Refunds: There shall be no advance payment of fares without a special contract arrangement. No Refund of fares shall be provided.

2.1.6 Fare Box Policy: All buses are equipped with cash vaults that require two keys. Key “A” is used to remove the vault from the bus, Key “B” is used to open the vault and remove the cash.

Passenger will deposit all cash, checks, tokens or vouchers directly into the fare box. Drivers are not to make change. After drivers complete their assigned routes they are to report to City Hall or other area designated by the Transit Coordinator. The driver will use key “A” to remove the vault from their bus. The vault is then delivered to the Fiscal Clerk (City Administration office). The Fiscal Clerk (City Administration office) unlocks the vault with key “B”, removes the money and places it in a bank bag with the driver’s name.

The funds placed in separate bank bags are counted daily and reconciled against RouteMatch. Any discrepancies are brought to the attention of the Transit Coordinator immediately. The daily receipt tapes and money are kept in the City Administration office until the deposit is made. After making the deposit, the original bank receipt is returned to the City Administration Office. Bank statements are reconciled by the City Administration Office.

2.1.7 School Transportation: Transportation to or from school (grades K-12) and/or school related activities are generally the responsibility of the school district.

2.1.8 Program Evaluation: Operating statistics will be generated and reported to the Transportation Committees and the Governing Bodies upon request.

2.2 TRIP RESERVATION PROCEDURES

2.2.1 Brainerd & Crow Wing Transit Phone # (218)825-7433, (866)925-7433

When requesting service, give the dispatcher your name, origin address, destination address, desired pick-up times and any other details related to the ride including special assistance requirements. Return trip requests should be called into the office by the passenger. Whenever practical the return trip should be scheduled in advance.

When boarding a bus, the driver may verify that the passenger has scheduled a return trip. The passenger is responsible to reserve the return trip with the dispatcher.

2.2.2 Advance Notice: Dial-A-Ride trips can be scheduled in advance and can run until canceled by the rider.

2.2.3 Dispatch Hours: All trip reservations and changes must be placed with the dispatcher who will take reservation calls between the hours of 6:30 a.m. and 5:30 p.m., Monday through Friday. No appointments will be taken on Saturdays, Sundays or Holidays.

2.2.4 Service Requests: Requests for service must be placed with the dispatcher on the day prior to the desired trip. Service requests for same day service will be accommodated based on the availability of buses within the system.

2.2.5 Shared-Ride System: The City of Brainerd and Crow Wing County transit service operates on a "shared ride" basis. Shared Ride means that all trips will be coordinated to carry as many passengers as possible as inexpensively as possible, e.g.: As many as ten people (or more) could be included in one trip, depending on the pick-up and drop-off points.

2.2.6 Scheduling: When the reservation call is made, the dispatcher will attempt to fit the desired pick-up or drop-off time into an existing trip. If there is a similar trip origin/destination at an earlier or later time, the dispatcher will offer an alternate pick up time to the person, 15 minutes earlier or later than the pick-up time requested. All attempts shall be made to provide service within a period of 45 minutes of the time requested.

2.2.7 Scheduling Limitations: Every practical effort will be made to schedule trip requests at the specific time desired. However, due to system capacity and operational matters, it may not always be possible to meet all trip requests. In such cases, an effort will be made to arrange an alternative travel time which is mutually agreeable to the passenger.

2.2.8 Subscription Trips / Standing Orders: Same time, same origin/destination trips are eligible for Subscription status. Subscription service is limited due to capacity constraints. Those passengers who register for subscription service may receive scheduling priority. Subscription service will be issued to passengers on a "first come, first served" basis.

2.2.9 Group Travel: Whenever transportation is being scheduled for more than three persons to be picked up at the same location or traveling to the same location it will be defined as a group. When scheduling service for a group, the dispatcher must be given status of each passenger, i.e. wheelchair or ambulatory. This information is vital for vehicle capacity purposes.

2.3 PICK-UP AND TRAVEL PROCEDURES

2.3.1 Passenger Preparedness: Passengers must be readily prepared (coat on, packages together, in the lobby, etc.) to leave at the scheduled pick-up time. There shall be a maximum wait for passengers of 3 minutes for boarding. Passengers should allow 15 minutes to pass beyond their pick-up time before calling the dispatcher to inquire about their ride.

2.3.2. Driver Assistance: This transit service is designed to be a "curb to curb" service as opposed to a "door to door" service and drivers are discouraged from backing up the bus. Riders are expected to be in an accessible area for the bus (curb side or end of driveway). However, when conditions allow, drivers will assist passengers to and from buildings. The driver will also assist the passenger onto the vehicle. Drivers are prohibited from crossing the threshold of a doorway to enter a passenger's home, other than what may be necessary to push a wheelchair through the doorway. In no instance shall a driver lose sight of his/her vehicle.

2.3.2.1 Personal Care Attendant: Passengers who are unable to independently conduct or care for themselves must have a Personal Care Attendant or companion present to assist the passenger. The driver, after first receiving approval from the dispatcher, shall have authority to deny the passenger the scheduled trip if a personal care attendant is not present and is required. A Personal Care Attendant (PCA) may accompany a rider at no additional charge. However, you must notify the transit dispatcher when your trip reservation is made that you need a PCA to travel with you.

2.3.2.2 Young Children Riders: Consistent with Minnesota Statute 626.556 as amended, unattended children age seven (7) and older may ride the bus alone without a parent or older sibling. (Consideration should be given depending on developmental abilities) Children under the age of seven (7) and at least four (4) may ride with a sibling who is at least eleven (11) years of age or older. All children may ride with a responsible guardian, adult, or parent."

2.3.3 Use of Wheelchair Lift and Securements: The driver will always operate the wheelchair lift and will keep the passenger under surveillance at all times. Passengers who use a lift will be assisted onto and off the lift by the driver. Powered chairs will be loaded onto the lift with the weight closest to the bus. Passengers will be secured with the wheelchair tie downs in accordance with manufacturer and State & Federal requirements. Drivers may assist with fare handling if asked to do so by a person with a disability.

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.

2.3.4 Seat Belts: State law requires that bus drivers and passengers wear seat belts at all times while the vehicle is in operation. Passengers are required to remain seated with seat belt fastened until vehicle stops at the rider's destination. It shall be the passenger's responsibility to use the seat belt and request any assistance if necessary.

2.3.4.1 Child Seats: It is the responsibility of the legal parent or guardian to provide child restraint devices. It shall also be the responsibility of the parent or guardian to secure such child in said restraint and to remove child from restraint. The driver shall not be responsible for assisting with securing or removing a child from a restraint nor shall the driver be responsible for securing or removing the restraint itself.

2.3.5 Packages: Riders may bring up to four paper grocery-size bags or the equivalent. Items carried on to the bus such as groceries, packages, backpacks etc., must remain with the passenger at all times and may not obstruct the aisle or wheelchair securement areas. Drivers are allowed to carry a total of two packages. Passengers/Companions are expected to assist the passenger and/or the driver with packages. Abusers of this policy will receive one written warning and then are subject to suspension of transit services for 30 days.

2.3.5.1 Hazardous or Oversized Items: Transport of materials classified as hazardous is prohibited. These may include but are not limited to the following: acids, combustible liquids, compressed gases, explosives, fireworks, flammable liquids, furniture, hazardous materials and materials with a disagreeable odor. Protruding or oversized items are also prohibited.

2.3.6 Pets: No pets are allowed on the bus unless they are contained in a pet carrier. Passengers must receive approval from the dispatcher, prior to transporting an animal on the bus. Use of a service animal by a person with a disability is not restricted.

2.3.7 Gratuities: Accepting tips, gifts or gratuities and solicitation of any kind while on duty or upon city property is not permitted. Passengers wanting to reward an employee with a gift or tip will be

told that it is against city policy. Small unsolicited gifts such as baked goods or candy that would typically be given during a holiday season are acceptable.

2.3.8 Route Changes: Drivers shall take the most time efficient route to the destination. The driver cannot change a route or make detours upon passenger request without first informing the dispatcher and receiving authorization.

2.4 PASSENGER CONDUCT & RESPONSIBILITY

- PLEASE SEE **RIDER SAFETY/BEHAVIOR GUIDE** FOR ADDITIONAL INFORMATION.

2.4.1 Intoxicated Passengers: No person who appears noticeably intoxicated shall be permitted to board a vehicle, nor shall any person be allowed to consume intoxicating beverages while on a public transit vehicle. If an intoxicated person succeeds in boarding a vehicle, he/she may be permitted to ride, but if he/she becomes incapacitated, displays inappropriate or unsafe behavior toward other passengers or the driver, law enforcement will be notified and the individual may be removed from the vehicle. The dispatcher shall be responsible for notifying law enforcement and will document all such incidents.

2.4.2 Passenger Personal Hygiene: The Brainerd-City Bus service may deny rides to passengers who emit foul odors which reasonably annoy other passengers and the drivers. Odors may include but are not limited to scents related to unlaundered clothing, lack of bathing, animal related odors, and excessive perfumes.

2.4.3 Disruptive Passengers: Brainerd & Crow Wing Public transit reserves the right to deny entrance into a vehicle if the passenger appears disorderly or leads the driver to conclude that the passenger will exhibit disruptive behavior that would pose a safety threat not only to the driver but also the passengers. Bus drivers shall notify the dispatcher when entry has been denied. The dispatcher shall document such incidents and notify law enforcement when appropriate.

2.4.4 Criminal Activity: All passengers are expected to be orderly and courteous while using the service. Persons who intentionally interfere with or obstruct the operation of a transit vehicle may be charged in accordance with MS 609.855 and other applicable laws. Other prohibited activities punishable under the law and resulting in the possible loss of riding privileges may include;

- (1) Operates a radio, television, tape player, electronic musical instrument, or other electronic device, other than a watch, which amplifies music, unless the sound emanates only from earphones or headphones and except that vehicle driver operators may operate electronic equipment for official business;
- (2) Smokes or carries lighted or electronic smoking paraphernalia;
- (3) No food or beverages, except when authorized by the contractor or other official of the transit system;
- (4) Throws or deposits litter;

- (5) Carries or is in control of an animal without the operators consent. (reference 2.3.6)
- (6) The discharge of a firearm at or in any portion of a public transit vehicle or facility is a felony offense.
- (7) MN STATUTE 624.714: A transit rider may conceal and carry a handgun with a permit to carry, but may not discharge a firearm on any transit vehicle which is considered a felony offense.

2.4.4.1 Unlawful Interference: Whoever intentionally commits an act that interferes with or obstructs, or tends to interfere with or obstruct, the operation of a transit vehicle is guilty of unlawful interference with a transit operator and may be sentenced to imprisonment and/or fines.

2.4.5 Canceled Trip Notification Requirement: A scheduled trip will be considered canceled if dispatcher notice is given prior to the bus en route for the trip thus allowing the vehicle to be rerouted for another rider. A cancellation made after the bus is en route will be considered a no-show as described in Section 2.4.6 below.

2.4.6 No-Show Policy: The bus will arrive within a pickup time window of zero minutes before to 20 minutes after the scheduled pickup time (reference 2.3.1). A no-show occurs when an individual misses his or her scheduled pick up time window or does not give sufficient cancellation notice (reference 2.4.5 above) such that it does not allow the vehicle to be rerouted. If a passenger is not ready to board the bus, the driver will wait three minutes and then leave. This wait time is both gps and time stamped via electronic recording. After 3 no-shows in a period of 90 days from the date of the first no-show, the individual will be suspended from the service for 30 days.

2.4.6.1 Appealing a No-Show Procedure: If an individual receives a no-show and feels it was not justified, the no-show may be appealed. The Brainerd and Crow Wing Transit system provides administrative due process to any individual who wishes to appeal a no-show.

For each no-show the individual will receive written notice from the transit office explaining that a no-show has been given.

The individual receiving a no-show has 10 days from receipt of the written notice to notify the Transit Coordinator that they wish to appeal the no-show. The appeal needs to be in writing or in person. The Transit Coordinator will reply to the individual within 10 days of receipt of the appeal notice to make a determination of the validity of the no-show and respond to the individual in writing.

If the decision of the Transit Coordinator is not satisfactory, it may be appealed to the respective Transportation Advisory Committees of the City of Brainerd and/or Crow Wing County in writing or in person at the Transit Office.

The Transportation Advisory Committee will either uphold or overturn the suspension. Following review by the TAC an individual may ask that the appeal be forwarded to the City Council or County Board. The City Council or County Board will make a determination on the validity of the suspension. All decisions of the City Council or County Board are final.

A person appealing a no show which would result in a suspension will be allowed to continue the use of the Dial-A-Ride service pending the outcome of the appeal process.

3.0 COMMENTS/COMPLAINTS

The Brainerd and Crow Wing Public Transit system is committed to providing exceptional service and maintaining high standards within the transit System. All comments and complaints will be handled in a professional manner. Complaints will be documented in the transit office on a complaint form and will be followed up on in a timely manner.

4.0 INTERAGENCY AGREEMENTS

Brainerd & Crow Wing Transit are committed to providing and maintaining the current level of transit services to its citizens. The governing bodies reserve the right to terminate any and all cooperative agreements for services that are determined to adversely affect its residents.

5.0 EMERGENCY/INCLEMENT WEATHER SERVICE INTERRUPTIONS

From time to time it may be necessary to cancel service due to unforeseen circumstances. These decisions may be made by the Transit Coordinator, City Engineer and Contract Operator. It shall be the responsibility of all staff to keep the Dispatcher and/or Transit Coordinator advised of deteriorating road conditions that may pose serious safety risks.

6.0 BUS CAMERA POLICY

All buses are recording audio and video. There is a public notice placed in all of the buses stating that cameras are in use. The recording will be viewed by the Transit Coordinator or designee on a periodic basis and when there are reported incidents on the bus. The recording will be preserved for viewing up to 48 hours before it is recorded over. All incidents must be reported to the Transit Coordinator immediately. Transit will save incidents that are recordable to law enforcement agencies and MnDOT until the file is closed. The Transit Coordinator will consider written requests for viewing up to 48 hours after the incident. All viewing of recorded incidents will take place in the Transit offices once prior arrangements have been made with the Transit Coordinator.

ARTICLE 31. TECHNOLOGY USE

General Information

This policy serves to protect the security and integrity of the City of Brainerd's ("City") electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. All employees are responsible for reading and following information that may be distributed from time-to-time about appropriate precautions to protect City systems.

City-owned computers, cellular telephones, mass storage devices, and related equipment used by City employees are property of the City. Except when accessed by the police department for law enforcement purposes, the City specifically reserves the right to audit, monitor, and inspect, without notice, without the user's consent, and for any reason or no reason, employees' use of its computers and related equipment and all data, emails, files, settings, or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. An audit may result in the removal of hardware and/or software not compliant with this policy, revocation of permission to use the City's computers and/or related equipment, employee discipline, up to and including immediate termination, and/or criminal charges, depending on the nature of the violation.

All City owned equipment, including, but not limited to, computers, laptops, telephones, mobile devices, field electronics, mass storage devices, e-mails, voice mail, text messages on City paid cellular telephones, or any other type of equipment provided are City property. Except when accessed by the police department for law enforcement purposes, any such property or equipment may be accessed by the City at any time, for any purpose, with or without notice to the employee, and with or without reasonable suspicion. City employees and other users shall have no expectation of privacy in any property or equipment of the City.

In addition, the City is subject to the Minnesota Government Data Practices Act ("MGDPA") and other laws governing the collection, storage, use, and disclosure of data. All files and documents, including personal messages and internet logs, created, received, collected, maintained, or generated by City employees or using the City's computer and/or related equipment are subject to those laws. In accordance with applicable law, such files and documents may be disclosed in certain circumstances

without the permission of the employee or user.

Users should notify IT staff upon learning of violations of this policy. Violation of this policy may result in the removal of hardware and/or software not compliant with this policy, revocation of permission to use the City's computers and/or related equipment, employee discipline, up to and including immediate termination, and/or criminal charges, depending on the nature of the violation. All violations will be addressed consistent with the City's Personnel Policies or applicable union contract.

Data Privacy and Retention

All data stored on computers, related equipment, and media owned, leased or rented by the City is considered to be owned by the City and is subject to the MGDPA, which governs its use and dissemination. All city owned equipment and Information Technology Systems, including e-mail, are City property and subject to inspection by the City at any time, without notice, and for any reason or no reason at all. The City Administrator or Human Resource Director should be contacted with questions regarding the classification of public and private data.

Data Ownership: All information developed or introduced to a City computer or related equipment by a user in conjunction with employment with the City is the property of the City.

Data Storage: All City data must be saved to a network drive on a City server or City provided resource.

Data Deletion: Users are responsible for deleting outdated files that are no longer needed for compliance with the City Records Retention Schedule; this includes data files and email messages that do not need to be retained in accordance with the City's Records Retention Schedule. The City Administrator should be contacted with questions regarding the City Records Retention Schedule.

Data Back-up: The IT department backs up most data stored on network servers or cloud storage. Workstation hard drives or any other devices are not backed up and are subject to failure and may result in permanent data loss.

Personal Use

The City offers employees the privilege of limited personal use of City-owned computers and related equipment. Personal use is allowed under the following guidelines and only during break times or before/after normal paid working hours:

- Only City employees may use City-owned equipment. Family members or friends of City employees are not allowed to use City equipment or technology resources.
- Employees shall not connect personal peripheral tools or equipment (such as cell phones, USB drives, flash drives/cards, disks, digital cameras, or printers) to City-owned systems, without prior approval from IT staff. If permission to connect these tools/peripherals is granted, the employee must follow provided directions for protecting the City's computer network.
- Personal files should not be stored on City computer equipment. This also applies to personal media files, including but not limited to personal documents, images, audio and video files. IT staff may delete these types of files if found on City-owned equipment. Exceptions would be recordings for which the City has created, owns, purchased, or has a license.
- City equipment or technology, including City-issued email accounts, shall not be used for: illegal activities, personal business interests, for-profit ventures, political activities, outside employment, public office or employment which is incompatible with City employment, wagering, betting, or selling chances, annoying or harassing other individuals, fund-raising except for City-approved activities, religious activities, pornographic, obscene, or indecent images or content, forwarding junk email, advertisements, or chain emails, or other uses deemed by City management to be inconsistent with City activities. If any employee has a question as to whether a use is appropriate, that employee must contact the City Administrator or applicable Department Head for permission before engaging in the conduct in question.
- The City reserves the right to monitor end user activity. Software and/or hardware may be used to monitor, filter, block, or limit internet activity. The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.

Hardware

In general, the City will provide the hardware required for an employee to perform their job duties. Requests for new or different equipment should be made to the Department Head, who may consult with IT staff.

Unapproved hardware, including cameras, mobile devices, printers, external storage devices, and any other peripherals that have not been specifically approved by the City

may compromise the integrity of the City's computer system and are prohibited. IT staff may, without notice, remove any unauthorized equipment attached to the City's computer system or network.

The City will not supply mobile devices, including computers, based solely on the desire of employees to work offsite. A business need will be required for each mobile device deployment and must be approved by the Department Head. In general, mobile devices will only be issued to employees who: regularly use their device offsite; require a device for access to special software or systems; have a documented business need for a device; and/or require the use of a device while traveling.

Employees are responsible for the proper use and care of City-owned computer equipment. City employees are expected to provide reasonable security to all City-owned computers and related equipment. This includes ensuring that passwords comply with this policy. Removable media must be kept in a secured area. Non-public, private, and/or confidential data must not be displayed in such a manner that unauthorized personnel or others can view or access it. All City-owned computers and related equipment must be secured while off City premises. For instance, employees must not leave computer equipment in an unlocked vehicle or unattended at any offsite facility. Computer equipment must not be exposed to extreme temperature or humidity.

Software

In general, the City will provide the software required for an employee to perform their job duties. Requests for new or different software should be made the Department Head, who may consult with IT staff.

Unapproved software or downloads (free or purchased), games, screen savers, toolbars, clipart, music/audio, and movie/video clips, that have not been specifically approved by the City may compromise the integrity of the City's computer system and are prohibited.

Employees shall not download or install any software (free or purchased) or addons (such as toolbars or clipart) on any City computer or related device without the prior approval of the IT staff. The only exceptions to this policy are updates to software previously approved by IT such as anti-virus, anti-malware, etc. IT staff may, without notice, remove any unauthorized programs or software, downloads, or other files on any City computer, related equipment, network, or electronic resource.

Electronic Mail

The City provides most employees with an email account for work-related use. Minimal personal use of the City email system by employees is allowed, provided it does not

interfere with an employee's work and is consistent with all City policies. Using the City's email to participate in any kind of personal listservs or mailing list is prohibited.

Employee emails, including those that are personal in nature, may be considered "public" data for both e-discovery and information requests and may not be protected by privacy laws. Personal e-mail transmitted through or saved on the City's e-mail system, computers, network, or other technological resources, may also be monitored as directed by the City Administrator or BPU Commission (for BPU employees only) and without notice to the employee.

In addition, employees must adhere to these email guidelines:

- Do not open email attachments or links from an unknown sender. Review sender's email address, date/time, subject line, and name and file type of attachments to verify legitimacy/relevance. Delete junk or "spam" email without opening. Do not respond to unknown senders.
- Never transmit an email that you would not want your supervisor, other employees, members, city officials, or the media to read or publish (e.g., avoid gossip, personal information, profanity, etc.).
- Use caution or avoid corresponding by email on confidential communications (e.g., letters of reprimand, correspondence with attorneys, medical information).
- Do not use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.
- Employees' email use must otherwise comply with all applicable provisions of this policy, all other applicable City policies, and all applicable laws.

Electronic Calendars

A shared calendar environment is provided as part of the City's email software program. All employees are encouraged to keep their electronic calendar up to date and may grant relevant staff the ability to view their calendar. All employees are encouraged to utilize the out of office automatic replies for known absences.

Phone/Voicemail

Voicemail that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network for storage. All other voicemails should be deleted from the voicemail system (and email system) when no longer needed. Voicemail may be considered “public” data or otherwise subject to disclosure in accordance with the MGDPA. Employees should contact IT staff with any questions about voicemail storage and/or deletion.

Presence/Instant Messaging

Employees who are provided with the City's presence / instant messaging (IM) software should remain logged in when working and may utilize it for communications between City staff. Instant messaging may be considered “public” data, or otherwise subject to disclosure in accordance with the MGDPA and must be kept in accordance with the City's records retention requirements if they constitute an official record of City business. Employees are not allowed to download or install any unapproved messaging software on City devices.

Intranet

Employees should keep the City's Intranet as their web browser home page and are encouraged to utilize the documents, announcements, links, and calendars to remain informed and share information with other staff.

Storing and Transferring Files

If you are unsure whether an email or other file is a government record for purposes of records retention laws or whether it is considered protected or private data under the MGDPA or other law, you must check with the City Administrator or applicable BPU Department Head (for BPU employees only) before deleting or releasing the information or file in question. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact IT staff.

Employees must adhere to these guidelines when transferring and storing electronic files:

- All electronic files should be stored on network drives or approved web or cloud-based storage locations. IT staff will not back up documents stored on local computer hard drives and hold no responsibility for recovery of documents on local computer hard drives should they fail. Subject to the provisions of this policy, files may be temporarily stored on a mobile device when an employee is offsite; however, the files should be copied to an approved storage location

when as possible.

- Electronic files created on an employee's personal device or computer must not be transferred to the City's network. City-related files should not be created or stored on an employee's personal device or computer.
- All removable storage media (e.g., CDs, flash or USB drive, or other storage media) must be verified to be virus-free utilizing an IT approved process before being connected to City equipment.
- Email that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network or other approved location for storage.
- Email that is simple correspondence and not an official record of City business should be deleted when no longer needed.
- Electronic files or emails that contain nonpublic, private, or confidential data should be stored in a location on the City's network that is properly secured.

Any files containing nonpublic, private, or confidential data should not be stored anywhere other than the City's network or other approved location. Employees must obtain the prior approval of the Department Head before taking any file containing nonpublic, private, or confidential data offsite.

Personal Devices

Employees with prior approval may choose to use their own equipment to read or compose email or other City data as governed in this policy. Employees understand that by connecting their personal equipment to the City's email system, their personal devices could be searched during an e-discovery or other court-ordered scenarios and agree to grant access to their personal devices should such a situation arise.

Passwords

Employees are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Passwords must meet minimum complexity requirements designated by IT staff. Employees must change passwords when prompted or as scheduled by IT Staff.

- Multi-factor authentication methods should be used when available for web/cloud-based applications. Multi-factor authentication is an additional layer of security beyond just a username/password and generally requires a code or acknowledgement on a physical device or a code sent by a separate means of communication.
- Passwords should not be shared with anyone including other staff. If it is necessary to access an employee's computer when they are absent, contact your supervisor; IT staff will not provide access to staff accounts without prior approval.
- Passwords should not be stored in any location on or near the computer or stored electronically such as in a cell phone or other mobile device unless properly secured.

Computers and other devices should not be left unattended while a user is logged in - either lock the computer when away (Win+L or Ctrl+Alt+Del) or use a timed screen saver that will require a password to unlock upon return.

Network Access

Non-City-owned computer equipment used in City buildings should only use the public wireless connection to the Internet. Under no circumstances should any non-City-owned equipment be connected to the City's computer network wirelessly or via a network cable.

Exceptions may be granted by IT staff.

Personal computer equipment may not be connected to the City's network without prior approval of the IT staff. Personal equipment may be subject to password requirements or other electronic security measures as determined by IT staff.

Staff shall not attempt to circumvent or disable firewalls, anti-virus/anti-malware software, software updates and patches, network/computer security settings, or any other measures put in place to protect the network. If access to necessary resources is obstructed, notify supervisor and/or IT staff to explore options.

Remote Access to the Network

Examples of remote access include, but are not limited to: Virtual Private Network (VPN), TeamViewer, and Windows Remote Desktop connections. While remotely connected to City computer resources, all aspects of this Technology Use Policy will apply, including the following:

- Telework opportunities and remote access to the City's network requires a job specific reason and/or a request from a supervisor to the City Administrator. Remote access privileges may be revoked at any time by an employee's supervisor, Department Head, the City Administrator or IT staff.
- If remote access is from a non-City-owned computer, updated security software (anti-virus and anti-malware) must be installed and operational, and all critical operating system updates must be installed prior to connecting. Failure to comply could result in the termination of remote access privileges.
- Remote access/assistance from third parties is not allowed without prior approval from IT staff. When remote access/assistance from a third party is granted, their activities must be monitored by City Staff.
- Recreational use of remote connections to the City's network is strictly forbidden. An example of this would be a family member utilizing a City's cellular data connection to access the internet.
- Private or confidential data should not be transmitted over an unsecured wireless connection. Wireless connections that are not secure could pose a security risk if used to transmit passwords or private data. Unsecure wireless connections may include cellular networks and wireless access points unless proper security protocols are in place.

Security Compromise

If a virus or malware is suspected on any City device, IT staff must be notified immediately. Any other indications of computer or network security compromise must be reported to IT staff immediately.

Internet

The internet is available to employees for research, education, and communication directly related to the mission, charter, and tasks of the City. Users must honor copyright laws regarding protected commercial software and intellectual property. Users accessing the internet through the City's computers and related equipment should minimize unnecessary network traffic that might interfere with the ability of others to make effective use of this shared network resource. Users are also responsible for adhering to City standards when browsing the internet. Failure to adhere to City standards puts the City

and the individual at risk of legal or financial liabilities, potential embarrassment, and other consequences, including immediate termination of employment and other disciplinary actions. The following considerations apply to all uses of the Internet:

- Information found on the Internet and used for City work must be verified to be accurate and factually correct.
- Approved web browsers include Microsoft Edge, Mozilla Firefox, Apple Safari, and Google Chrome. Usage of other browsers requires prior authorization from IT staff.
- Browsing history including cookies, passwords, and temporary files should be cleared from web browsers frequently or set to automatic delete.
- Limited personal use of the Internet is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions. If you are unsure whether a site may include inappropriate information, you should not visit it.
- City data should not be stored in any web or cloud-based application that has not been provided or approved by IT staff.
- If an employee's use of the internet is compromising the integrity of the City's network, IT staff may temporarily restrict that employee's access to the internet. If IT staff does restrict access, they will notify the employee and the employee's supervisor as soon as possible, and work with the employee and supervisor to rectify the situation.
- Social media use on City owned computers should be limited to maintaining the City's social media presence. Personal use of social media on City owned computers is discouraged.
- Peer-to-peer software/applications are not permitted.
- All staff internet use must comply with all applicable provisions of this policy, all other applicable City policies, and all applicable law.

The City may monitor or restrict any employee's use of the internet without prior notice, as deemed appropriate by the employee's supervisor, the City Administrator, or IT staff.

Personal Social Networking on City-Owned Devices

Employees should not use City-owned devices to post to personal sites, including social networking sites. Employees' personal use of City-owned devices should be minimal and must not interfere with their work duties. All personal social networking and other personal use of the City-owned devices must comply with the terms of this policy.

Personal Social Networking While Off Duty and the City's Responsibility

The City of Brainerd has a duty to protect the reputation of the organization and its employees as well as guard against any liability and potential legal risk regardless of when and where social networking activity occurs. An employee's own personal communications, such as on social media, can have a significant impact on the public's belief that all city staff will carry out city functions faithfully and impartially and without regard to factors such as race, creed, color, religion, age, sex, marital status, national origin, sexual orientation, disability, status with regard to public assistance, or any other characteristic protected by state or federal law. Nonpersonal communications (performed within one's job duties) to members of the public must be professional at all times. With this in mind, employees must use social media (Facebook, Twitter, blogs, YouTube, etc.) in a manner that follows the following guidelines:

- Individuals should exercise caution and good judgment when social networking.
- Individuals shall not represent that they are speaking or acting on behalf of the City or presenting any interests of the City.
- Individuals are not permitted to display the City of Brainerd logo on any part of their online profiles.
- Individuals never have the right to post non-public, private, or confidential data, such as information related to co-workers personnel data, medical information, or claims or lawsuits against the City, without obtaining the express written consent of the data subject and/or City Administrator as appropriate.
- Individuals who use personal social media accounts are not immune from the law. In general, all users of social networking should be aware that the content of these social networking sites can be subpoenaed and used in criminal and civil trials.
- Individuals need to be aware that they have no reasonable expectation of privacy when social networking and use of personal social media accounts are subject to all pertinent City policies, as well as local, state and federal laws.

- The City of Brainerd expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, creed, color, religion, age, sex, marital status, national origin, sexual orientation, disability, status with regard to public assistance, or any other characteristic protected by state or federal law.
- City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the city's logo, email, or working time to promote his/her side business as a plumber; a parks employee should not access a park after hours even though he or she may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account name or email names should not be tied to the city (e.g., Brainerd Cop).
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the city's operation, including by negatively affecting morale. Put another way, such public comments must not undermine any city department's ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The City can act on the personal communication that violates this policy without waiting for the actual disruption.

Rider Guide

- Passengers are not permitted to eat, drink, or smoke while aboard this vehicle. Disposal of trash and litter is required prior to boarding this vehicle.
- Use of profanity or vulgarity is not allowed while on board this vehicle. (Except for passengers protected under Title III of the Americans with Disability Act).
- No weapons will be allowed on this vehicle. Except for those permitted under MN Statutes 624.714
- Strollers must be folded prior to boarding the bus. Personal items must be stowed with passenger and out of aisles.
- Riders may bring up to four paper grocery – size bags or the equivalent onto the vehicle. Drivers are only allowed to assist with two bags OR one cardboard grocery box.
- Arms, legs and all other items are to be kept out of the aisles. Feet are not allowed on the seats.
- No screaming, loud talking, singing or playing of music is allowed. Radios must have earphones.
- Service Animals are permitted. All other non-service animals are allowed only if they are in a carry-on kennel.
- No inappropriate display of affection or sexual activity will be allowed.
- Drivers have the right to refuse transport to any passenger that appears to be intoxicated or under the influence of illegal drugs. Law enforcement will be notified upon refusal.
- Drivers are happy to answer your questions, however, questions of the driver should be directed while the bus is not in motion.

All passengers are expected to be orderly and courteous while using the service. Persons who intentionally interfere with or obstruct the operation of a transit vehicle may be charged in accordance with MS 609.855 and other applicable laws. Disruptive or abusive behavior towards the driver, transit staff or other passengers will not be tolerated.

**BUCKLE UP
IT'S THE LAW**

Public Transit Vehicle Maintenance Policies and Procedures

Brainerd & Crow Wing Public Transit



Adopted: December 2020

Contact: Crystal Gauthier, Transit Coordinator

Introduction:

The City of Brainerd is committed to a safe, reliable, and cost-effective transit system.

The Brainerd and Crow Wing public transit system vehicle maintenance plan seeks to ensure that safe transit vehicles are on the road while maximizing transit vehicle life and protecting the financial investment of the Federal Transit administration (FTA), Minnesota Department of Transportation (Mn/DOT), City of Brainerd and Crow Wing County.

The public transit system of Brainerd and Crow wing County is operated and maintained under contract with a third-party contract operator.

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Vehicle Storage & Maintenance :

Current transit system vehicle storage is provided by contract operator at facilities located in Brainerd, Mn. Vehicles are stored nightly in a secured, indoor facility.

The contract operator shall maintain all transit vehicles and keep them in good mechanical condition. Vehicle maintenance requirements consist of preventative maintenance-based manufacturer specifications, repairs based on daily vehicle inspections performed by drivers and mileage-based inspections by maintenance staff.

Except for tire replacement and warranty work provided by certified local auto dealer, all other preventative maintenance and repairs are performed by certified mechanics of contract operator.

Goals and objectives:

Goals

- Promote a safe and secure transit system
- To have no road breakdowns
- To meet or exceed all manufacturers maintenance guidelines on equipment.
- To maintain all equipment to the highest standards
- To purchase and install all quality OEM or equivalent parts at the best price.

Objectives

The operations manager under the direction of the contract operator and with oversight of transit coordinator will ensure that the maintenance performed will support efficient and effective daily transit service while seeking to maximize the following:

- Vehicle reliability (Based on repair costs and out of service records)
- Vehicle operating efficiency (Based on miles per gallon)
- Optimum available number of vehicles daily, minimum number to meet service demands.

These objectives will be achieved with a proper balance of vehicle care and fiscal constraints. It is recognized that preventative maintenance and repairs have significant cost implications and that equipment resources are a public investment and must be protected. Service may need to be reduced due to maintenance priorities or emergencies.

Preventative Maintenance:

The preventive maintenance program of the Brainerd and Crow Wing Public Transit system consists of daily inspections and mileage-based inspections.

Daily Pre-Trip and Post-Trip Inspections

Drivers perform a pre-trip inspection prior to the start of their shift. Pre-trip inspections are the responsibility of the driver. It is his/her responsibility to make notations on the pre-trip inspection form of any defects they found during the pre-trip inspection, while driving throughout the day or during the post trip inspection at the end of the day. Upon completion of the pre-trip inspection form, the form is turned in to the operations manager. The supervisor or mechanic shall make an immediate determination whether the vehicle should be removed from service if a defect is noted. Transit coordinator should be notified.

Additionally, all transit vehicles shall be clean on both the interior and exterior prior to being placed into service each day.

The contract operator shall perform preventative maintenance on the vehicles pursuant to the manufacturer's specifications as minimum standards. Highlights are listed by bus size in the following pages. The Transit system reserves the right to modify maintenance schedules relating to fluid change intervals and tune up schedules.

The pre-trip/post-trip book should contain the following items at a minimum: *SEE ATTACHMENT 1 – PRE AND POST TRIP INSPECTION FORM*

400 SERIES VEHICLE PREVENTATIVE MAINTENANCE 5,000 MILE SERVICE

Service procedures:

Vehicle history

- Review preventive maintenance history
- Review vehicle repair history
- Review any pending work orders

Items to be inspected:

- Engine oil and filter change
- Air filter check – replace as needed
- Check all fluids and for any fluid leaks
- Lube
- Check parking brake and all wheel brakes
- Check axles
- Inspect wheel for end play and noise
- Inspect all tires for uneven wear and record tread depth
- Check HVAC, controls and fans

- Check wipers and washers
- Check horn
- Check all glass and mirror controls
- Check all lighting and reflectors
- Check batteries, cables, and mounts
- Check mud flaps, splash guards and bumpers
- Check vehicle body
- Check wheelchair lift
- Check all belts and hoses
- Check all steering components
- Check driveline, u-joints, tie rods, springs, hangers, and shocks

If any defects are found, document and as appropriate, schedule for repair.

400 SERIES VEHICLE PREVENTATIVE MAINTENANCE 30,000 MILE SERVICE

Service procedures:

Vehicle history

- Review preventive maintenance history
- Review vehicle repair history
- Review any pending work orders

Items to be inspected:

- Transmission Oil and filter change
- Engine oil and filter change
- Air filter check – replace as needed
- Check all fluids and for any fluid leaks
- Lube
- Check parking brake and all wheel brakes
- Check axles
- Inspect wheel for end play and noise
- Inspect all tires for uneven wear and record tread depth
- Check HVAC, controls and fans
- Check wipers and washers
- Check horn
- Check all glass and mirror controls
- Check all lighting and reflectors
- Check batteries, cables, and mounts
- Check mud flaps, splash guards and bumpers
- Check vehicle body
- Check wheelchair lift
- Check all belts and hoses
- Check all steering components
- Check driveline, u-joints, tie rods, springs, hangers, and shocks

If any defects are found, document and as appropriate, schedule for repair.

500 SERIES VEHICLE PREVENTATIVE MAINTENANCE 5,000 MILE SERVICE

Service procedures:

Vehicle history

- Review preventive maintenance history
- Review vehicle repair history
- Review any pending work orders

Items to be inspected:

- Engine oil and filter change
- Air filter check – replace as needed
- Check all fluids and for any fluid leaks
- Lube
- Check parking brake and all wheel brakes
- Check axles
- Inspect wheel for end play and noise
- Inspect all tires for uneven wear and record tread depth
- Check HVAC, controls and fans
- Check wipers and washers
- Check horn
- Check all glass and mirror controls
- Check all lighting and reflectors
- Check batteries, cables, and mounts
- Check mud flaps, splash guards and bumpers
- Check vehicle body
- Check wheelchair lift
- Check all belts and hoses
- Check all steering components
- Check driveline, u-joints, tie rods, springs, hangers, and shocks

If any defects are found, document and as appropriate, schedule for repair.

500 SERIES VEHICLE PREVENTATIVE MAINTENANCE 10,000 MILE SERVICE

Service procedures:

Vehicle history

- Review preventive maintenance history
- Review vehicle repair history
- Review any pending work orders

Items to be inspected:

- Transmission Oil and filter change
- Engine oil and filter change
- Air filter check – replace as needed
- Check all fluids and for any fluid leaks
- Lube
- Check parking brake and all wheel brakes
- Check axles
- Inspect wheel for end play and noise

- Inspect all tires for uneven wear and record tread depth
- Check HVAC, controls and fans
- Check wipers and washers
- Check horn
- Check all glass and mirror controls
- Check all lighting and reflectors
- Check batteries, cables, and mounts
- Check mud flaps, splash guards and bumpers
- Check vehicle body
- Check wheelchair lift
- Check all belts and hoses
- Check all steering components
- Check driveline, u-joints, tie rods, springs, hangers, and shocks

If any defects are found, document and as appropriate, schedule for repair.

Repair Procedures: (Sequence of reporting to scheduling)

Reactive Vehicle Maintenance

Repair maintenance is performed in response to detected problems. Reactive maintenance cannot be eliminated and is often a function of vehicle miles, fleet age, and preventive maintenance intervals. It is the intent of the maintenance program to minimize this type of maintenance – including road calls.

The Brainerd & Crow Wing Public Transit contract operator and maintenance personnel will provide the transit system with work orders for all work performed on Brainerd & Crow Wing Public Transit vehicles. Work orders will state the work performed, the number of hours worked, and any parts used. Work orders will be provided monthly.

Record keeping: (Software, spreadsheet, Manual)

Repair and Inspection records are kept on each individual vehicle. Records contain all preventative maintenance performed, vehicle miles and vehicle repair costs. Currently records are maintained on location at the storage and repair facility and at the Transit office (Brainerd City Hall).

Daily Inspection (operator bus condition) records are kept in all vehicles with duplicates hand delivered to the operations manager as well as repair records on all vehicles and state inspection records on lift-equipped buses, Commercial vehicle inspections reports, accident reports, etc. are maintained on location at storage/repair facility with copies on file at transit office.

Fueling Procedures

Fuel for the transit vehicles shall be paid for using Agency-provided fuel cards. Each bus will have individually assigned fuel cards to be used for fueling purposes only. The contractor shall fuel at local retail fueling stations as convenient and economical as able. Drivers will be required to enter a PIN consisting of the last 4 digits of their social security number. Drivers must be registered with the Agency prior to granting access to the fuel cards. Only approved personnel will be allowed to pump fuel into the buses after receiving appropriate instructions.

Fleet List:

City of Brainerd & Crow Wing Transit Owned Vehicles – The contractor will be provided with the following equipment:

FLEET INVENTORY									
<i>Local Unit #</i>	VIN # (last 5)	Active/ Backup	Class	Fuel Type	Model Year	Model	Type of Lift	# of A/B seats	# of w/c
114	07129	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	2
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	34282	A	400	Gas	2022	Ford/Elkhart	Braun	20	2

The type and number of transit vehicles being operated is subject to change. In all cases, the transit system and contract operator shall maintain new and any backup vehicles in the same manner as the current route vehicles.

DRIVER'S DAILY CHECKLIST

Brainerd / Crow Wing
County Transit System

Vehicle No. _____ Odometer Reading _____

INSPECT ITEMS LISTED BELOW AND CHECK IF OKAY

INTERIOR

____ Service Brakes
____ Parking Brakes
____ Steering Mechanism
____ Transmission
____ Wheel Chair Lift/Ramp
____ Wheel Chair Tie-downs
____ Fire Extinguisher
____ Warning Devices
____ First Aid Kits
____ Dash Gauges
____ Light Reflectors
____ Horn
____ Window Glass
____ Radio
____ Mirrors
____ Seats
____ Seat Belts
____ Seat Belt Cutters
____ Cleanliness
____ New Damage (specify) _____

EXTERIOR

____ Tires
____ Tire Pressure
____ Wheels/Rims
____ Turn Signals
____ Head Lights
____ Tail Lights
____ Mirrors
____ Windshield Wipers
____ Cleanliness
____ New Damage (specify) _____

UNDER HOOD

____ Oil Level
____ Radiator Level
____ Battery Level
____ Belts
____ Windshield Wiper Fluid
____ Transmission Fluid

MAINTENANCE ACTION

DATE _____

REPAIRS MADE _____

NO REPAIRS NEEDED _____

CERTIFIED BY: _____

Comments: _____

Reporting Driver Signature _____ Date _____

Reviewing Driver Signature _____ Date _____

ATTACHMENT 1 – PRE AND POST TRIP INSPECTION FORM

Emergency Procedures: (Contacts, reporting, etc.)

System and Mn/DOT Contacts

Crystal Gauthier, Transit Coordinator

Office: 218.454.3429 Cell: 218.513.9775

Email: cgauthier@ci.brainerd.mn.us

Jessie Dehn, City Engineer – Public Works Director

Office: 218.454.3411 Cell: 218.513.0172

Email: jdehn@ci.brainerd.mn.us

Tina Neary, MnDOT Transit Project Manager

Office: 218.725.2812 Email: christine.neary@state.mn.us

Contract Operator

Blue Sky Transit LLC:

Kevin Pursey, Jefferson Lines Director of Sales, 2100 E 26th St,
Minneapolis MN 55404

Office: 612.659.3420

Email: kpursey@jeffersonlines.com

Aaron Sandbakken, Blue Sky Transit Operations Manager, 501 Laurel St,
Brainerd MN 56401

Cell: 610.577.6420

Email: asandbakken@blueskytransit.com

Public Transit Capital Asset Management Plan



For
The City of Brainerd
December 2020

Goals

The goals of the Asset Management Plan of the City of Brainerd are to support safe, reliable, and high-quality transit services while making maximum use of financial resources. The purpose of the plan is to provide consistent, systematic and integrated program guidance that will enable the City of Brainerd to properly maintain and service its assets in support of revenue operations while maintaining them at, or above, the State of Good Repair (SGR) (see definition below). An effective maintenance plan ensures safe, clean, and comfortable transit vehicles on the road and maximizes transit vehicle life.

State of Good Repair: the condition at which a capital asset is able to operate at a “full level of performance” – that is, the asset can perform its designed function and does not pose an unacceptable safety risk to users.

Service Provider

The City of Brainerd is the operator of transit services in Brainerd, Baxter and the cities of Crosby and Pequot Lakes in Crow Wing County. The headquarters for the transit operation is in Brainerd, MN at Brainerd City Hall, 501 Laurel Street, Brainerd, MN

Agency Policies, Procedures and Performance Target

The City of Brainerd operates under the guidance of Policies and Procedures which have been reviewed and passed by its governing organization. All agency employees have copies of the agency policies and procedures and are aware of their rights and responsibilities as represented in this document.

The City of Brainerd’s policies and procedures reflect compliance with all applicable regulatory requirements as provided by the Federal Transit Administration and the Minnesota Department of Transportation.

(MnDOT’s Office of Transit set the performance targets by reviewing the state-wide vehicle and facility inspections. These inspections will help identify averages and a state-wide view of condition ratings. The inspection results are reviewed to determine or maintain the use of the scale indicating condition ratings. The goal of this plan is to maintain and/or improve the condition of all transit assets within Greater Minnesota. This plan should also assist in making the best decisions for replacement of all assets.)

The City of Brainerd’s performance target is to maintain 10% or less of its facilities in a condition that has met or exceeded their ULB; 10% or less of its vehicles in a condition that has met or exceeded their ULB; and 10% or less of any equipment in a condition that has met or exceeded their ULB. If gaps exist between current condition and performance target, changes in management should be expected to be made that will bring the system’s assets to the performance target.

Inventory of Assets

FACILITIES:

The City of Brainerd also maintains an accurate, current inventory of all facilities. This inventory is currently being maintained by Office of Transit Staff. The inventory will contain information regarding the original cost and funding source of the facility, the anticipated replacement year, replacement cost and condition rating as determined by Office of Transit Staff.

ROLLING STOCK:

The City of Brainerd maintains an accurate, current inventory of all revenue vehicles within the Black Cat Grants software system. Included in the inventory will be make, model, year of vehicle, VIN number, mileage, anticipated replacement year, replacement cost and condition rating as determined by the Excel Vehicle Condition rating spreadsheet.

EQUIPMENT:

The City of Brainerd also maintains an accurate, current inventory of all equipment with an original value of \$50,000 or more. This inventory is also maintained in the Black Cat Grants System software. The inventory will contain original cost, anticipated replacement year, replacement cost and condition rating as determined by the agency and records maintained in Black Cat.

Condition Ratings

All facilities, revenue vehicles, and equipment will be assigned condition ratings that will be recorded by Office of Transit Staff or in Black Cat Grants software annually.

FACILITIES:

MnDOT's Office of Transit staff will determine the condition rating of all facilities. This rating will be included in the annual Facility Checklist performed by OT staff.

ROLLING STOCK:

An assessment will be performed annually to establish a condition rating. Condition rating assessment form is stored in Global Resources in Black Cat Grants. The condition rating will be recorded vehicle statistics report annually.

EQUIPMENT:

An inspection, done annually, will establish the condition rating of equipment based on useful life remaining. This inspection will be performed annually by The City of Brainerd's staff and records kept on file locally.

Preventive Maintenance (PM)

All maintenance plans are kept in the Black Cat Grants system.

FACILITIES:

Regular preventive maintenance is performed on The City of Brainerd's facilities. Inspections are performed routinely, and any corrective maintenance needed is noted and performed as soon as possible. All inspections are documented. Each facility has its own maintenance plan on file in Black Cat Grants and inspections follow the maintenance plan. Office of Transit staff will spot check facilities and records annually.

ROLLING STOCK:

Regular maintenance is performed at pre-scheduled cycles to ensure optimal performance, efficiency, safety, and reliability of assigned equipment. Preventive maintenance is based on the manufacturer's suggested recommendations.

During the PM scheduled service, the mechanic will document all defects found and will have all defects listed on the repair order and corrected prior to returning the transit vehicle to service. All preventive maintenance will be documented. Office of Transit staff will spot check these records annually at a minimum.

EQUIPMENT: Preventive maintenance is performed on all equipment owned by The City of Brainerd that has an original value of \$50,000 or greater at the manufacturer recommended timeline. All PM will be documented and kept on file.

Vehicle and Facility annual inspection forms are attached (Attachment A)

Corrective Maintenance (CM)

FACILITIES:

When corrective maintenance is required, the person responsible for the facility will identify and report the repair needed. All work will be documented and dated. Work done will also be included in the annual facility inspection form.

ROLLING STOCK:

When corrective maintenance is required, drivers/mechanics will ensure that repairs needed are identified and reported. Mechanics (either in-house or contracted) will document all work done, cost of maintenance, dates, and mileage.

EQUIPMENT:

When corrective maintenance is required, the person responsible for the equipment will identify and report the repair needed. All work will be documented and dated.

Maintenance Records

Individual maintenance records will be kept for all facilities. All maintenance performed on the facility will be recorded.

Individual maintenance records will be kept for each revenue vehicle. All maintenance performed on the vehicle will be recorded and maintained for as long as The City of Brainerd owns the vehicle.

Individual maintenance records will be kept for all equipment. All maintenance performed on the equipment will be recorded and maintained for as long as The City of Brainerd owns the equipment.

Pre-Trip/Post-Trip Inspections

Specific procedures are outlined and monitored to ensure that all vehicles are inspected prior to the transit vehicle being put into service each day. Drivers perform a comprehensive checklist of essential maintenance elements and record the results on the designated Pre-Trip Inspection form. Pre-trip inspection sheets are turned in to the contractor's operations manager and monitored for completion and any noted defects.

Post-trip inspections are performed at the end of the driver's work schedule and contain information regarding the condition of the vehicle when the workday is completed. (See Attachment B). Post-trip inspection sheets will be kept in the vehicle for information for the subsequent driver. Post-trip inspections will contain any necessary repair work needed to be completed. The following driver will determine whether the vehicle repair work warrants not using that vehicle and a spare vehicle will be used until the work is completed.

Wheelchair Lift Inspection and Maintenance

The Pre-Trip Inspection form includes inspection of wheelchair lifts. In compliance with the requirements of the Americans with Disabilities Act (ADA), monitoring of all wheelchair lifts is included as part of the Pre-Trip Inspection and the Preventive Maintenance process. The lift is cycled as part of the Pre-Trip Inspection, and maintenance will include replacement of worn components and all adjustments as necessary for peak performance.

Vehicle Breakdown

In the event of a transit vehicle breakdown, a spare unit will be provided to replace the disabled vehicle as soon as possible. Backup vehicles are not immediately available in all locations. However, efforts will be made to have a replacement vehicle in place as soon as it is reasonably possible to do so. Having a vehicle available for each scheduled route is a priority for The City of Brainerd.

Warranty Recovery

Vehicle, parts warranties, equipment, and facility components will be monitored to make sure that all assets are repaired and maintained under the manufacturer's warranty. Warranties are monitored for expiration and where the item should be serviced, so that problems can be addressed by the appropriate source and any concerns can be taken care of before the warranties expire. All warranty work will be recorded.

Vehicle Servicing

Vehicles will be monitored for interior and exterior cleanliness. This will include daily cleaning as well as periodic thorough detailed cleaning. Exterior washing will be done weekly.

Vehicle Storage

Efforts are made to ensure that vehicles are stored in as safe and secure an area as possible. Currently, all vehicles are sheltered in a secure shop provided by the third-party contractor.

Emergency Equipment on Vehicles

Emergency equipment is located on all agency vehicles and is inspected as part of the Pre-Trip Inspection. Fire extinguishers with an ABC rating are located within easy reach of the bus driver and are tested yearly. Additional emergency equipment on board each vehicle includes: a first aid kit; reflective triangles; a biohazard kit; and a seat belt cutter.

Capital Project Implementation

All capital project improvements are taken into consideration on an annual basis. The City of Brainerd annually submits its 10-year capital plans for facilities. Prior to submittal, a facility request will have much of the beginning stages of design and environmental work completed as well as a resolution from the governing body included. These requests are submitted through Black Cat Grants. Upon review of all documents, MnDOT's Office of Transit will consider the request and determine its funding source upon approval.

The City of Brainerd also maintains a ten-year revenue vehicle replacement plan within the Black Cat Grants. Projected vehicle costs and replacement dates are tracked in this replacement plan.

The City of Brainerd sets its own vehicle replacement schedule; however, the FTA's minimum useful life and the State's ULB are considered and used for vehicle replacement decisions. Occasionally, vehicles remain on the asset list and are used as back-up vehicles or in transit operations (if mechanically sound and presentable) even though they may have passed their minimal useful life. Likewise, occasionally, a vehicle will need replacement prior to the minimal useful life for various reasons. The City of Brainerd will work with the Office of Transit in those

cases and reasons will be well-documented. The City of Brainerd's vehicles will be assigned a condition rating on an annual basis which will also help determine replacement.

Risk Management and Accident/Incident Reporting

The City of Brainerd's employees, **or those system operators provided under a third-party contract**, are required to report all accidents and incidents. Report forms are available for this purpose. Notification procedures have been established so that employees know who to contact in case of an accident or emergency. Transit employees are also aware of the drug testing requirements in certain accident situations. Transit employees are also responsible to report any defects in vehicles, facilities or equipment that could cause injury. These defects are documented, and corrective maintenance should be performed as soon as possible.

Responsibility for Maintenance Programs

The City of Brainerd is responsible for the administration of the Vehicle Maintenance Program. All reports are under the supervision of The Transit Coordinator.

The City of Brainerd is responsible for the administration of the Facility Maintenance Program. All reports are under the supervision of The Transit Coordinator.

The City of Brainerd is responsible for the administration of the Equipment Maintenance Program. All reports are under the supervision of The Transit Coordinator.

Attachment A



MnDOT Office of Transit Program Vehicle Inspection Form

Date: _____
Organization (Legal Name): _____
VIN (last 5 characters): _____
Organization's vehicle designation or label: _____
Make and Year of Vehicle: _____
Vehicle Class: _____
Odometer Reading as of the date noted above: _____
Annual Inspection Information:

- All transit systems that have ADA accessibility equipment must have a current MN State Patrol inspection for securement devices (wheelchair and seatbelts), some exceptions for Small Urban Systems.
- If a system is STS provider (whole fleet or only a few vehicles, as STS certification is by vehicle and not by fleet) must have a current STS vehicle certification, no exceptions.
- If the system has Commercial Vehicles as defined by CDL requirements of the vehicle's manufacture design to transport (16 or more, includes driver) or GVW over 26,000 pounds, must have a current commercial vehicle certification, no exceptions.
- All systems must have an annual vehicle inspection performed by a certified mechanic.

☐ **STS Providers, Inspection Date:** _____ (by MnDOT Motor Carrier):

Attach a copy of the Annual Certification from the Office of Commercial Vehicle Operations. If the sticker is lapsed or not present, the agency must schedule an inspection immediately. Vehicle is considered out of service until the agency can submit required follow-up documentation to their Transit Project Manager.

☐ **DPS inspection Date:** _____ (by State Patrol):

If the sticker is lapsed or not present, the agency must contact the local State Patrol office for inspection of securement devices immediately. Vehicle is considered out of service until the agency can submit required follow-up documentation to their Transit Project Manager.

☐ **CVI Inspection Date:** _____ (certified mechanic)

Attach a copy of the Annual CVI inspection form. If sticker is expired or not present, the agency must complete an inspection immediately. Vehicle is considered out of service until the agency can submit required follow-up documentation to their Transit Project Manager.

☐ **System is performing Pre-Trip and Post-Trip inspections as required.**

MnDOT will review 12 months of records.

Defective items reported (item and date) _____

Defective item corrected (Date) _____

☐ **System's Annual Vehicle Inspection Date:** _____ (non-commercial vehicles)

Attach a copy of the system's annual vehicle inspection form and supporting documentation as completed by a certified mechanic and approved by the system's transit director or designee. If the system cannot provide this documentation, the agency must complete this annual inspection immediately.

☐ **System's Annual Vehicle Condition Rating.** Attach a copy of the system's annual vehicle condition rating form and supporting documentation.

☐ **Check current list of vehicle fleet for Transit agency for the following:**

- Attach a copy of the current fleet inventory.
- Verify list is current with Black Cat.
- Verify list for status of vehicle (Active, Backups, and Transfers).

VEHICLE Maintenance Spot Check:Procedure: Oil Changes

Frequency per plan _____

Date of Service	Actual unit of measurement between services	Interval	Follow up needed	Follow up completed

Procedure: _____

Frequency per plan _____

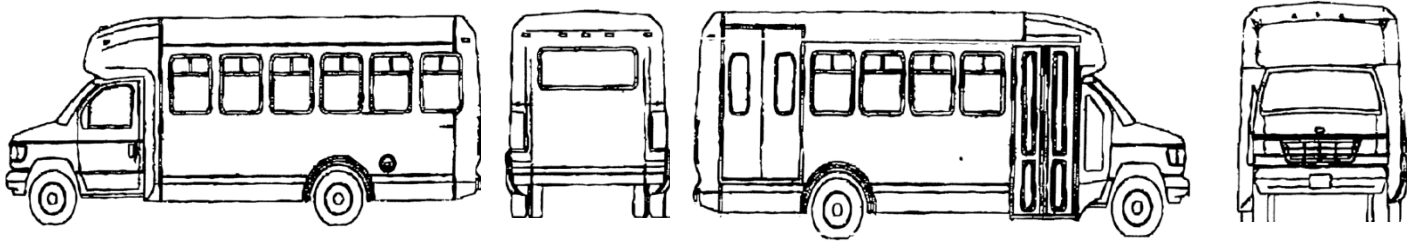
Date of Service	Actual unit of measurement between services	Interval	Follow up needed	Follow up completed

Procedure: _____

Frequency per plan _____

Date of Service	Actual unit of measurement between services	Interval	Follow up needed	Follow up completed
Comments:				

Visual Inspection: Utilize the diagrams to document any damage, rust, or areas of concern.



Specify Damage, If any:

Any changes to original equipment? Y or N; if yes, please describe.

Request staff member to assist with this checklist

v	INTERIOR		v	EXTERIOR	
	Dash Gauges/Lights/Warning Buzzers	Comments		Headlights	Comments
	Rearview Mirror			Signals	
	Fully Charged Fire Extinguisher/mounted			Brake lights	
	First Aid kit			Clearance ID lamps	
	Warning devices			Back up lights/warning signal	
	Seat Belt Cutter			License Plate lamp	
	Operator's Manual			Side markers	
	Seats and passenger seat belts			Windshield wipers and washer fluid	
	Wheelchair tie- downs/accessories stowed			Outside mirrors	
	Signage: Priority seating and WC locations			Verify fluid levels	
	Emergency Windows are operable			Vehicle cleanliness	Poor Average Excellent
	WC lift operable and in good working condition			Incident/Accident forms	

MnDOT Signature

Date

Agency Signature

Date

Noted areas of concern: (Attach all follow up documentation)

2016 Annual Facility Review Checklist

Agency: _____

Facility Name and Location: _____

Checklist Category	Comments

I. Exterior

_____	Trash and debris clear from grounds	_____
_____	Parking lot clean and accessible	_____
_____	Sidewalks clear of obstructions	_____
_____	Pavement / concrete aprons	_____
_____	Exterior wall / roof panels	_____
_____	Light fixtures / electrical outlets	_____
_____	Plumbing fixtures	_____
_____	Gutters / downspouts	_____
_____	ADA Access Features*	_____

II. Interior

_____	Entrance door(s) functioning properly	_____
_____	Overhead door(s) functioning properly	_____
_____	Interior lights in working order	_____
_____	Foundation & floor in good condition	_____
_____	Interior clean and orderly	_____
_____	Vent & ductwork in good condition	_____
_____	Structural steel in good condition	_____
_____	Windows secure and operational	_____
_____	Exposed plumbing free of leaks	_____
_____	All drains functioning properly	_____
_____	Fire extinguishers charged & tagged	_____
_____	Fire sprinkler system operational	_____
_____	Emergency exits clear & signed	_____
_____	Mechanical room free of loose debris	_____

_____	All electrical access panels secured	_____
_____	Heating and A/C units operational	_____
_____	Vehicle Lift operational	_____
_____	ADA Access Features*	_____

**III. Facility Maintenance
Plan**

_____	Goal and Objective	_____
_____	Safety	_____
_____	Warranty	_____
_____	Org/Responsibilities	_____
_____	Contract Services	_____
_____	Facility Inventory	_____
_____	Preventative Maintenance	_____
_____	Inspection Reports	_____
	Facility Condition Rating	_____

Comments:

*ADA Access Features include ramps, clearances, etc.

Transit Project Manager:

(Signature)

(Date)

Asset Condition Rating and Remaining Useful Life

Asset Condition Measurement Example - Table 1

Asset Rating Score	Asset Age	Asset Condition	Asset Performance	Level of Maintenance	Asset Condition Rating	
	Percent of Useful Life Remaining	(Quality, Level of Required Maintenance)	(Reliability, Ambience, Safety)	Level of PM and CM ✧	Rating Description	Scoring range
5	Asset new or nearly new	Asset new or like new; no visible defects	Asset meets or exceeds all performance and reliability metrics, industry standards	Only routine PM needed.	Excellent	4.8 to 5.0
4	Asset just under new or nearly new	Asset showing minimal signs of wear; some slight defects or deterioration	Asset generally meets performance and reliability metrics, industry standards	Good working order; requires infrequent CM (more than 6 months between repairs)	Good	4.0 to 4.7
3	Asset nearing or at its midlife point	Some moderately defective or deteriorated components	Occasional performance and reliability issues; may be sub-standard in some areas	Requires frequent minor CM or infrequent > 6 mos. major CMs	Adequate	3.0 to 3.9
2	Asset nearing or at end of its useful life	Increasing number of defects; deteriorating components; growing maintenance needs	Performance and reliability problems becoming more serious; sub-standard elements	Requires frequent CM (less than 6 months between repairs)	Marginal	2.0 to 2.9
1	Asset is past useful life	Asset in need of replacement; may have critically damaged components	Frequent performance and reliability problems; does not meet industry standards	Continued use present excessive CM costs and potential service interruption	Poor	1.0 to 1.9
0	Asset non-operable	Asset non-operable	Asset non-operable	Asset non-operable	Asset non-operable	

In SGR
>2.5

SGR
2.5

Not in SGR
< 2.5



Attachment B
Pre-Trip/Post-Trip Inspections

DRIVER'S DAILY CHECKLIST

Brainerd / Crow Wing
County Transit System

Vehicle No. _____ Odometer Reading _____

INSPECT ITEMS LISTED BELOW AND CHECK IF OKAY

INTERIOR

EXTERIOR

UNDER HOOD

____ Service Brakes	____ Tires	____ Oil Level
____ Parking Brakes	____ Tire Pressure	____ Radiator Level
____ Steering Mechanism	____ Wheels/Rims	____ Battery Level
____ Transmission	____ Turn Signals	____ Belts
____ Wheel Chair Lift/Ramp	____ Head Lights	____ Windshield Wiper Fluid
____ Wheel Chair Tie-downs	____ Tail Lights	____ Transmission Fluid
____ Fire Extinguisher	____ Mirrors	
____ Warning Devices	____ Windshield Wipers	
____ First Aid Kits	____ Cleanliness	
____ Dash Gauges	____ New Damage (specify)	
____ Light Reflectors		
____ Horn		
____ Window Glass		
____ Radio		
____ Mirrors		
____ Seats		
____ Seat Belts		
____ Seat Belt Cutters		
____ Cleanliness		
____ New Damage (specify)		

MAINTENANCE ACTION _____	DATE _____
REPAIRS MADE _____	NO REPAIRS NEEDED _____
CERTIFIED BY: _____	

Comments: _____

Reporting Driver Signature _____ Date _____

Reviewing Driver Signature _____ Date _____

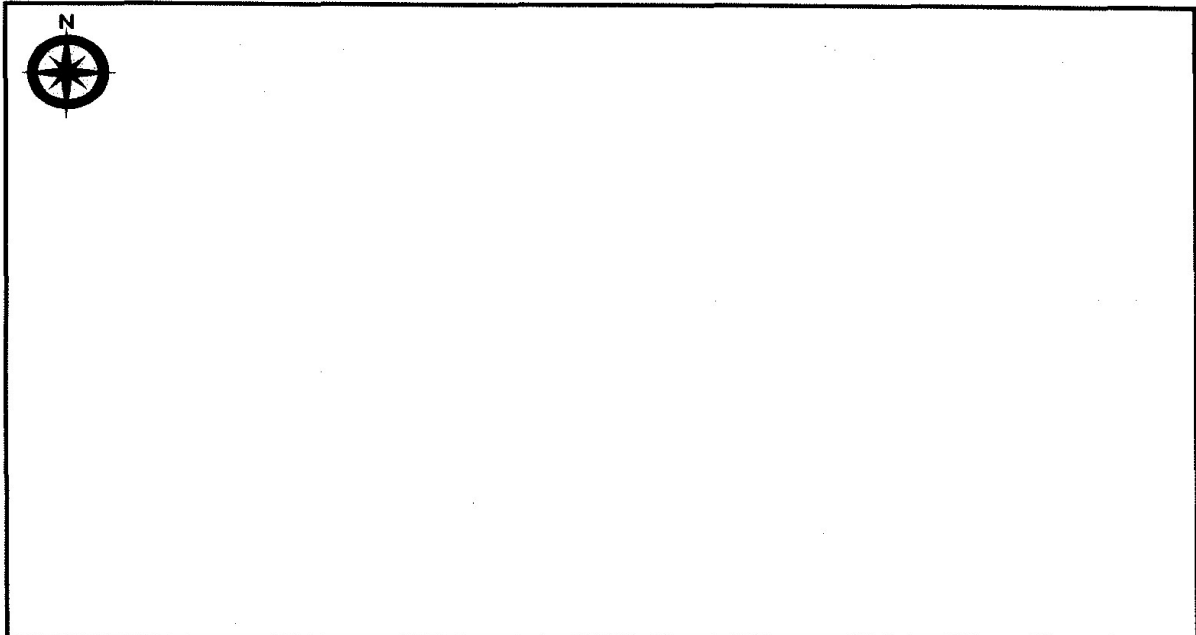


FOR INJURY INCIDENTS PLEASE LIST NAMES OF THOSE INJURED, AND DESCRIBE INJURY:

DRIVER SIGNATURE: _____

DATE: _____

DIAGRAM (DRAW INCIDENT/ACCIDENT SCENE)



WITNESSES (IF NECESSARY)

NAME

PHONE

NAME

PHONE

SUPERVISOR REVIEWAL (to be completed before submitting to City of Brainerd Transit Staff)

REVIEWAL NOTES:

SUPERVISOR SIGNATURE: _____

DATE: _____

CITY OF BRAINERD & CROW WING COUNTY

ACCIDENT-INCIDENT PROCEDURES

If your bus is involved in an accident or a rider has been injured, the most important element is to protect the scene and prevent further injury.

Once the scene has been secured, the following steps should be taken:

- 1.) Radio base to give location and details of the incident. Request Emergency Medical Services and/or Police if necessary.
- 2.) If involved in a collision, be sure your bus is not in danger of being struck by vehicular traffic. Activate 4-way hazard flashers and set up emergency triangles or, if appropriate. **Do not move the bus unless safety mandates it.** Evacuate the bus if the situation necessitates. Only move the bus after being instructed to do so by law enforcement or the supervisor of transportation/designee. In the event of serious injury or fatality **DO NOT** move the bus at all.
- 3.) Assist injured riders, as necessary. Act in a reasonable manner with the level of training you have been provided.
- 4.) Exchange driver license numbers, insurance information and phone numbers. Or obtain police crash exchange information.
- 5.) Obtain names, addresses and phone numbers of witnesses when appropriate. Or obtain police crash exchange information.
- 6.) Complete a list of names of all riders in the bus and the seat in which they sat. All necessary information should be in the accident packet located in the vehicle.
- 7.) If the media is present, refer them to your supervisor or the Transit Office. Do not admit to guilt, blame, or accuse.
- 8.) Post-Accident Alcohol and Controlled Substances Testing (as required by City and Federal transit regulations).

Immediately following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and controlled substances when either;

- (1) the accident involved a fatality; or
- (2) the accident involved an injury treated away from the scene within two hours of the accident; or
- (3) the driver receives a citation under state or local law for a moving traffic violation arising from the accident.

An accident is defined as an incident involving a commercial motor vehicle in which there is either fatality, an injury treated away from the scene within two (2) hours of the accident, or a vehicle is required to be towed from the scene.

Immediately after a traffic accident you, as the bus operator, need to complete the City accident/incident report form. Contractor responsible staff will complete the Minnesota Motor Vehicle Accident Report form if necessary (if damage is over \$1,000.00). It shall be the responsibility of the driver and contractor operations manager to ensure that the City of Brainerd receives all the necessary reports relating to an accident/incident. City staff will review the video/audio recording if available and deemed necessary. Be sure to check with your supervisor if there are any questions. Serious illnesses should be handled in a similar manner and may require a City incident report to be filed. Remember when providing emergency care of any type, act in a reasonable and responsible manner. You are protected by the Good Samaritan Law.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SPECIAL PROVISIONS**

RACE/GENDER NEUTRAL GOAL

POLICY STATEMENT

It is the policy of the Minnesota Department of Transportation (Mn/DOT) that DBEs, as defined in 49 C.F.R. Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in parts with federal funds. Consistent with this policy and Title VI of 1964 Civil Rights Act, Mn/DOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT) assisted contract because of sex, race, color, or national origin. Mn/DOT has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the DOT, 49 C.F.R. Part 26 to implement this policy.

CONTRACT ASSURANCE

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Mn/DOT deems appropriate.

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by Mn/DOT. For further information regarding Title VI, please contact the Office of Civil Rights, 395 John Ireland Blvd., MS 170, St. Paul, MN 55155-1899. Our telephone number is: (651) 366-3073.

The above information is applicable to every contractor including every tier of subcontractors, supplier or service providers on this project. It is the responsibility of the prime contractor, subcontractors, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

RACE/GENDER NEUTRAL GOAL

There is **no specific numerical DBE goal assigned** to this project. While no numeric DBE goal is assigned to this contract, the Contractor, sub-recipient or subcontractor **should** make every reasonable effort to solicit DBE firms to participate as subcontractors, service providers and suppliers on this project.

ADDITIONAL SUBCONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS

Whenever an additional subcontractor, supplier or service provider is selected, and this information has not been previously reported to the Mn/DOT Office of Civil Rights, the Contractor or its designated OCR Officer shall promptly provide Mn/DOT OCR with the following information regarding the subcontract:

- a) The name of the subcontractor; supplier or service provider;
- b) The total dollar amount of the subcontract;
- c) The specific work items covered by the subcontract;
- d) Estimated quantities of each work item; and
- e) Individual unit prices (if applicable).

SUBMITTAL OF DOCUMENTATION

Upon award of the contract, the Contractor shall submit on the attached Bidders List, a complete list of all subcontractors, service providers, suppliers and consultants that submitted bids, and shall indicate the successful quotes that will be used on the contract.

Additionally, during the life of the contract, the Contractor shall submit progress payment reports on the attached Contractor Payment Form regarding the payments made to its subcontractors, suppliers, service providers and sub-consultants. In accordance with federal regulations and Minnesota's Prompt Payment law, Contractors are required to pay their subcontractors within ten (10) days of receiving progress payments from Mn/DOT. Contractors are also required to submit to the Project Engineer and the Mn/DOT OCR the Contractor Payment Forms no later than ten (10) days after receiving payment from Mn/DOT.

PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The prime contractor must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. This clause applies to both DBE and non-DBE subcontractors. Any contractor making payments to subcontractors must complete and submit the attached Contractor Payment form.

FINAL PAYMENT AFFIDAVIT

Pursuant to Mn/DOT Standard Specifications for Construction Sec. 1908, "Unless a Contractor has presented an Affidavit showing the total dollar amounts of works performed by disadvantaged business enterprise (DBE), final payment may be withheld." The DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by DBE(s) on the project.

This Race/Gender Neutral Goal Language is an addendum to the Mn/DOT DBE Special Provisions.



Bidders List

State Project Number _____
Project Name _____
Contact Name _____

Date: _____
Eng. Est. _____
Contact # _____

Goal _____ %

List all comparative quotes or proposals received from Prime Contractors bidding or proposing on the project above.

Contractor Information				Check (✓) Firms That Will Be Used	Description of Work	Dollar Amount Of Bid/Proposal.
1.	Contractor Name			☐		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax:				
2.	Contractor Name			☐		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
3.	Contractor Name			☐		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
4.	Contractor Name			☐		
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				
5.	Contractor Name			☐		
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				

Minnesota Department of Transportation
Office of Civil Rights

Contractor Payment Form

State Project Number _____ Prime Contractor: _____ 1st Tier Sub-Contractor: _____

Payment Reporting Period: From: _____ To: _____



Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from Mn/DOT.

Contractor Information		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name:				
Address:				
Phone:				
Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work	Subcontract Amount	
1.	☐	1.	1.	
2.	☐	2.	2.	
3.	☐	3.	3.	
4.	☐	4.	4.	
5.	☐	5.	5.	
6.	☐	6.	6.	
Amount of Current Payment	Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No	
1.	1.	1.	1.	
2.	2.	2.	2.	
3.	3.	3.	3.	
4.	4.	4.	4.	
5.	5.	5.	5.	
6.	6.	6.	6.	
Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	
Title:		Title:		
Phone:	Fax:	Phone:	Fax:	

Contractor Payment Form Instructions

All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from Mn/DOT.

State Project Number: As identified by Mn/DOT

Prime Contractor: The contractor who was awarded the project.

1st Tier Sub-Contractor: If there is an instance of a sub who has a subcontractor, list the 1st tier sub here and then list all of the 2nd tier Subcontractor(s) in the Name of Subcontractor/Supplier area. *All areas should be filled in regarding the prime as well.*

Payment Reporting Period: This should reflect the current payment period.

Contractor Information: Contractor's information who is making the payments. Should be filled out completely.

Original Contract Amount: Prime contractor's contract dollar amount.

Committed DBE%: The DBE requirement as certified by the prime in the proposal that is the minimum percentage to be met.

Actual DBE % to Date: The percent met to date.

Name of Subcontractor/Supplier: Company who is working for the prime contractor on this project.
(If a sub was contracted for more than one contract, list each contract separately.)

DBE?: Check this box if the subcontractor is a certified DBE in Minnesota. You can find a listing of the DBE firms certified in Minnesota at <http://www.dot.state.mn.us/eeocm/ucpdirectory.html> .

Description of Work: The type of work the subcontractor was contracted for.

Subcontract Amount: The dollar amount the subcontractor was contracted for.

Amount of Current Payment: The current dollar amount being paid to the sub.

Total Sub-Contractor Payment-to-Date: Total dollar amount paid to the sub including the current payment.

% Paid to Date: Percentage of total payments made in comparison to the prime's award amount.

Final Payment?: Indicate whether this is the final payment being made to the sub.

Company Officials Signature & Title: Self explanatory

Name & Title of Individual Completing Report: Self explanatory

If you have questions on completing the form, call the Office of Civil Rights at (651) 366-3073.

DBE Total Payment Affidavit

Pursuant to Mn/DOT Standard Specifications for Construction, Section 1908, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by a DBE on this project. If the dollar value of the DBE firm's total work is less than the DBE's original subcontract, please explain. Attach additional sheets if necessary.

State Project Number: _____

STATE OF MINNESOTA
COUNTY OF _____

I, _____, being first duly sworn, do depose and say that:

1. I am the authorized representative of _____
(Name of Individual, Company, Partnership or Corporation)
and I have the authority to make this Affidavit for and on behalf of said Prime Contractor.

2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have preformed work on this contract/project with a total dollar value of:

	Name of DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

3. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: _____
(Prime Contractor or Authorized Representative)

Subscribed and sworn to before me
This _____ day of _____, 20____

(Notary Public)

My commission expires _____, 20____

Prepare Affidavit in duplicate. Submit one original to the Project Engineer, and one original to:
Mn/DOT's Office of Civil Rights
395 John Ireland Blvd., MS 170
St. Paul, MN 55155

No. 1908 – Standard Specifications for Construction
Unless the Contractor has presented an Affidavit showing the total dollar amounts of work performed by Disadvantaged Business Enterprises (DBE), final payment may be withheld.

and Cooperative Agreements (C&A). When the FTA publishes the updated C&A for the current federal fiscal year the STATE will forward the C&A to RECIPIENT for signature. The signed certification and assurances will become incorporated and apart of STATE's contract file for RECIPIENT. RECIPIENT must sign and return the completed C&A to STATE no later than 60 days after receipt of the updated C&A.

18. FEDERAL CONTRACT CLAUSES

RECIPIENT agrees to abide by the following federal requirements and agrees to bind third party contractors and subcontractors to the same, as applicable.

A. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

B. CHARTER SERVICE

Applicability to Contracts

The Charter Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

C. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 -7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 -7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 -1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401– 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

D. CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a. **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance.” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

E. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at _____%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** _____% of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential of Bidder/Offeror's DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and

5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

____The Bidder/Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

F. EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 -3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

1. Prevailing Wage Requirements
 - a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
 - b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 -3144, 3146, and 3147; and
 - c. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
2. "Anti-Kickback" Prohibitions
 - a. Section 1 of the Copeland "Anti Kickback" Act, as amended, 18 U.S.C. § 874;

- b. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
 - c. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.
3. Contract Work Hours and Safety Standards
- a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
 - b. U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland “Anti Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

Model Clause/Language

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland - “Anti Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District

or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and

U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

G. ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*; 49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in

their federally funded procurements.

Energy Conservation

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

H. FEDERAL CHANGES

FTA C 4220.1f

Applicability to Contracts

The Federal Changes to requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes—Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

I. FLY AMERICA

49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are

outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.
(End of Clause)

J. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180; 2 C.F.R. part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

K. INCORPORATION OF FTA (FTA) TERMS

FTA C 4220.1f

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of term language:

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

L. LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

M. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

N. PRIVACY ACT

5 U.S.C. § 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractors and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Action Requirements – The following requirements apply to the Contractor

and its employees that administer any system of records on behalf of the federal government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the federal government before the Contractor or its employees operate a system of records on behalf of the federal government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

P. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) (“13(c)”; 29 C.F.R. part 215

Applicability to Contracts

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flow Down

The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

Model Clause/Language

There is no required language for the Public Transportation Employee Protective Arrangements clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49

U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Q. RECYCLED PRODUCTS

42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and

their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

R. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

S. SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f); 49 C.F.R. part 605

Applicability to Contracts

The School Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language.

Recipients can draw on the following language for inclusion in their federally funded procurements.

School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:
 1. Bar the Contractor from receiving Federal assistance for public transportation; or
 2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

T. SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40

Applicability to Contracts

Third party contractors who perform *safety-sensitive functions* must comply with FTA’s substance abuse management program under 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.” Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;

2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedure for Transportation Workplace Drug and Alcohol Testing Programs."

Flow Down Requirements

The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

Model Clause/Language

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Option 1

The recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 C.F.R. part 655. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option for only those recipients that have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Option 2

The recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that, without adequate monitoring

of the contractor's program, the recipient may find itself out of compliance with the rules.

Option 3

The recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

SUBSTANCE ABUSE TESTING

Option 1

The Contractor agrees to participate in AGENCY's drug and alcohol program established in compliance with 49 C.F.R. part 655.

SUBSTANCE ABUSE TESTING

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

SUBSTANCE ABUSE TESTING

Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the contractor to use] as its policy statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

U. TERMINATION

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject

to appeal under the Disputes clause(s) of this contract.

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

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

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

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

V. VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

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

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract) _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et _____ are applicable thereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for _____ hereby certifies that _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the offeror:

Operation Of Brainerd & Crow Wing Public Transit Service

State Of Minnesota

County Of Crow Wing

I, _____, do state under penalty
(name of person signing this declaration)

of perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(name of person, partnership, or corporation submitting this proposal)

and that I have the authority to make this declaration for and on behalf of said proposer;

(2) that, in connection with this proposal, the said offeror has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the offeror or by any of his/her employees or agents to any person who is not an employee or agent of the offeror or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the offeror or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____
(proposer or his authorized representative)

Dated: _____

ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)

- (a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of _____[*Contracting officer identify system or program*]. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of _____[*Contracting officer identify program*]. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.
- (b) During the term of this contract and for a period of _____[*Contracting officer insert period of time after contract completion that contractor will not be allowed to supply time*] after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Commerce, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, and entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.
- (d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organization Conflict of Interest clause.

Contracting System Name

Contractor Agency Name

Contracting System Representative

Contractor Representative

Contract Year(s):

PUBLIC TRANSIT THIRD PARTY OPERATING BUDGET

[INSERT NAME OF

Personnel Services	Year 1 (7/1/24 - 6/30/25)	Year 2 (7/1/25 - 6/30/26)	Year 3 (7/1/26 - 6/30/27)	(INSERT EACH CONTRACTING YEAR -- IF OPTION YEARS ARE BEING PROPOSED, YOU MUST ENTER BUDGET INFORMATION UNDER THOSE YEARS AS WELL. INSERT AS MANY COLUMNS NEEDED TO COVER EACH YEAR)
1010 Administrative, Management and Supervisory Services (include breakdown of employees in description)				
Description: [i.e.: # of FTE's in each area and total price for ea.]				
Sub Total	\$0.00	\$0.00	\$0.00	
1020 Driver's Wages (include breakdown of employees in description)				
Description: [i.e.: # of FTE's in each area and total price for ea.]				
Sub Total	\$0.00	\$0.00	\$0.00	
1030 Vehicle Maintenance Wages (include breakdown of employees in description)				
Description: [i.e.: # of FTE's in each area and total price for ea.]				
Sub Total	\$0.00	\$0.00	\$0.00	
1032 Vehicle Repair Wages (include breakdown of employees in description)				
Description: [i.e.: # of FTE's in each area and total price for ea.]				
Sub Total	\$0.00	\$0.00	\$0.00	
1040 General Office Support Wages (include breakdown of employees in description)				
Description: [i.e.: # of FTE's in each area and total price for ea.]				
Sub Total	\$0.00	\$0.00	\$0.00	
1050 Dispatcher/Scheduler's Wages (include breakdown of employees in description)				
Description: [i.e.: # of FTE's in each area and total price for ea.]				
Sub Total	\$0.00	\$0.00	\$0.00	
1060 Fringe Benefits (include breakdown of employees in description)				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1000 TOTAL PERSONNEL EXPENSES	\$0.00	\$0.00	\$0.00	Category
				Total

Administrative Charges		Year 1 (7/1/24 - 6/30/25)	Year 2 (7/1/25 - 6/30/26)	Year 3 (7/1/26 - 6/30/27)	
1110 Management Fees					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1120 Drug and Alcohol Testing and Administration Expenses					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1130 Advertising, Marketing and Promotional Charges (IF AUTHORIZED IN BID SPECS TO DO)					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1140 Legal, Auditing and Other Professional Fees					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1150 Staff Development Costs (Incentives, Paid Trainings, etc)					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1160 Office Supplies					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1170 Leases and Rentals - Administrative Facilities (if separate from garage and within proposal requirements)					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1180 Utilities					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1190 Other Direct Administrative Charges (uniforms, DOT Physicals, etc)					
Description:					
Sub Total		\$0.00	\$0.00	\$0.00	
1100 TOTAL ADMINISTRATIVE EXPENSES ADD LINES 1110 THROUGH 1090		\$0.00	\$0.00	\$0.00	Category Total

ONLY IF AUTHORIZED IN BID SPECS TO DO)		Year 1 (7/1/24 - 6/30/25)	Year 2 (7/1/25 - 6/30/26)	Year 3 (7/1/26 - 6/30/27)
1210 Fuel				
Gas				
Diesel				
Alternative				
Gross		\$0.00	\$0.00	\$0.00
Tax Refund		\$0.00	\$0.00	\$0.00
Net		\$0.00	\$0.00	\$0.00
1220 Maintenance Parts and Material Expenses				
Description:				
Sub Total		\$0.00	\$0.00	\$0.00
1222 Repair Parts and Material Expenses				
Description:				
Sub Total		\$0.00	\$0.00	\$0.00
1230 Contract Maintenance Labor				
Description:				
Sub Total		\$0.00	\$0.00	\$0.00
1232 Contract Maintenance Parts and Material Expenses				
Description:				
Sub Total		\$0.00	\$0.00	\$0.00
1234 Contract Repair Labor				
Description:				
Sub Total		\$0.00	\$0.00	\$0.00
1236 Contract Repair Parts and Material Expenses				
Description:				
Sub Total		\$0.00	\$0.00	\$0.00

Vehicle Charges Continued	Year 1 (7/1/24 - 6/30/25)	Year 2 (7/1/25 - 6/30/26)	Year 3 (7/1/26 - 6/30/27)	
1240 Tires				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1250 Other Vehicle Charges				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1200 TOTAL VEHICLE CHARGES ADD LINES 1210 THROUGH 1250	\$0.00	\$0.00	\$0.00	Category Total
Operations Charges	Year 1 (7/1/24 - 6/30/25)	Year 2 (7/1/25 - 6/30/26)	Year 3 (7/1/26 - 6/30/27)	
1310 Purchase of Service (MUST HAVE PRIOR AUTHORITY TO CONTRACT)				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1330 Mileage Reimbursement for Passenger Service (ONLY IF AUTHORIZED IN BID SPECS)				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1340 Repair and Maintenance of Other Property				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1350 Leases and Rentals (Garages, Vehicles, etc.)				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1360 Other Operation Charges				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1300 TOTAL OPERATIONS CHARGES ADD LINES 1310 THROUGH 1360	\$0.00	\$0.00	\$0.00	Category Total

Insurance Charges	Year 1 (7/1/24 - 6/30/25)	Year 2 (7/1/25 - 6/30/26)	Year 3 (7/1/26 - 6/30/27)	
1410 Public Liability and Property Damage on Vehicles (ONLY ON AUTHORIZED VEHICLES OWNED BY THIRD-PARTY)				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1420 Public Liability and Property Damage on Other than Vehicles (i.e. garages, storage areas)				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1400 TOTAL INSURANCE CHARGES ADD LINES 1410 THROUGH 1420	\$0.00	\$0.00	\$0.00	Category Total
Taxes and Fees	Year 1 (7/1/24 - 6/30/25)	Year 2 (7/1/25 - 6/30/26)	Year 3 (7/1/26 - 6/30/27)	
1510 Vehicle Registration and Permit Fees				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1520 Federal Fuel, Lubricant Taxes and Excise Taxes on Tires				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1540 Other Taxes and Fees				
Description:				
Sub Total	\$0.00	\$0.00	\$0.00	
1500 TOTAL TAXES AND FEES ADD LINES 1510	\$0.00	\$0.00	\$0.00	Category Total
1600 TOTAL OPERATING EXPENSES ADD LINES 1000, 1100, 1200, 1300, 1400 AND 1500	\$0.00	\$0.00	\$0.00	Total
Expense Analysis		Percent increase over Year 1 estimated year end	#DIV/0!	
		Percent increase over Year 2 year end actual	#DIV/0!	

**PROPOSAL FOR THE OPERATION OF
BRAINERD & CROW WING TRANSIT SYSTEM**

Proposal of (Name) _____

Street Address _____

City, State, Zip _____

Phone: _____ Fax: _____

E-mail: _____

To do and perform and work in accordance with the Contract and Specifications for the operation of Brainerd & Crow Wing Public Transit System, with service commencing on July 1st, 2024 for a period of 3 (three) years.

To the City of Brainerd, located in the City of Brainerd, Crow Wing County, Minnesota:

In accordance with the advertisement inviting proposals for the project hereinbefore named, and in conformity with the contract and specifications pertaining thereto:

(I) (We) hereby certify that (I am) (we are) the only person(s) interested in this proposal as principal _____; that this proposal is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever; that an examination has been made of the site of the work and the Contract form, together with the Specifications pertaining thereto.

(I) (We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased, are to be performed at the unit prices shown on the proposal.

(I) (We) propose to furnish all necessary equipment, tools, labor, and other means in the manner and at the time prescribed in accordance with the terms of the Contract and Specifications.

(I) (We) further propose to guarantee all work performed under this Contract to be done in accordance with the Specifications.

(I) (We) agree to all the provisions of Minnesota Statutes, Section 181.59.

PROPOSAL [CONTRACT YEAR ONE 7/1/2024 TO 6/30/2025] (Provide for a base price for each year.)

Line Number	Item	Unit	Estimated Annual Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	15,470	\$_____	\$_____
2	Dispatcher/Dispatching Services	Hour	3,024	\$_____	\$_____
3	Management/Overhead	Monthly	12	\$_____	\$_____

BASE PROPOSAL (YEAR ONE): \$_____

PROPOSAL [CONTRACT YEAR TWO 7/1/2025 TO 6/30/2026 (Provide for a base price for each year.)

Line Number	Item	Unit	Estimated Annual Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	15,470	\$_____	\$_____
2	Dispatcher/Dispatching Services	Hour	3,024	\$_____	\$_____
3	Management/Overhead	Monthly	12	\$_____	\$_____

BASE PROPOSAL (YEAR TWO): \$_____

PROPOSAL [CONTRACT YEAR THREE 7/1/2026 TO 6/30/2027] (Provide for a base price for each year.)

Line Number	Item	Unit	Estimated Annual Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	15,470	\$_____	\$_____
2	Dispatcher/Dispatching Services	Hour	3,024	\$_____	\$_____
3	Management/Overhead	Monthly	12	\$_____	\$_____

BASE PROPOSAL (YEAR THREE): \$_____

GRAND TOTAL (YEAR ONE, TWO & THREE PROPOSALS): \$_____

FINANCIAL PLAN WORKBOOK: Our firm agrees to attach to this proposal a completed Financial Plan Workbook, outlining the costs associated with our unit price proposed. All line items may not be completed; however, any line item entered will have a narrative explaining the costs.

PROPOSAL GUARANTY: The City of Brainerd will not require a performance bond or proposal guaranty as part of this contract.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION: The Mn/DOT Office of EEO/Contract Management has assigned a Race/Gender Neutral DBE goal to this project. Offerors are directed to read the Disadvantage Business Enterprise (DBE) Special Provision race/gender neutral goal.

NON-COLLUSION AFFIDAVIT: A Non-Collusion Affidavit is found in these Specifications, which must be signed by each proposer.

RECEIPT OF ADDENDA:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signed _____

EXECUTION OF PROPOSAL:

This proposal dated the _____ day of _____, _____

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

Doing business under the name and style of _____

Signed: _____, for _____ a partnership

Name _____ Business Address _____

Name _____ Business Address _____

Name _____ Business Address _____

Signed: _____, for _____ a corporation.

Incorporated under the laws of the State of _____.

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

Jefferson Partners LP
Blue Earth and Blue Sky

Brainerd and Crow Wing Public Transit System
Operating Proposal

For the term August 1, 2024, to June 30, 2027

Index

1.4 Brainerd & Crow Wing County RFP

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 collecting experience
- e. Training Program all personnel
- f. Customer service approach
- g. Safety, Security and Risk Management Plan

Qualifications of Proposed Agency and Personnel; included but not limited to the following:

- a. Experience as a Public Transit Provider, including fleet experience
- b. Capacity to perform contract requirements
 - KPI Program
- c. Experience with ITS technologies (Transit uses RouteMatch)
- d. Qualifications and experience of all proposed Administration, supervisory and management personnel
- e. Recruitment, hiring and retraining program for drivers and or dispatchers
- f. Organizational chart detailing structure and reporting relationships

What office accommodations proposer will provide and the location thereof:

Fleet/equipment Storage facility location within 10 miles of Brainerd City Hall, including description (must include utilities)

Maintenance and Equipment Plan

1. Ability to follow and comply with Brainerd & Crow Wing Public Transit Vehicle Maintenance Plan
 - Cleaning Plan
2. Approach to Road Call Management
 - Accident and Incident Management
3. Proposed fleet records and reporting
4. Safety record
5. Internal communications plan, including methods of communicating instructions to dispatch and vehicle operators and the approach to routing dispatching

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

1. Three professional references
2. Three 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. Location of residence during the past five years
4. Hiring qualifications for each transit position
5. Employee handbook
6. Personnel Policies
7. Experience – at least three years' experience in or associated with the management of a bus, limousine or taxi business is desired
8. General Rules and Safety (due to size of document it will be emailed to Transit Coordinator)

Attachments:

- A. Credit and Bank References
- B. ADA Training Guide
- C. Employee handbook and Personnel Policies
- D. Assurances and Certification with signatures

Blue Sky Transit

Management Approach and Methodology

Blue Sky Transit is a part of a 3rd generation, privately held, full-service Transportation Company that is headquartered in Minneapolis, Minnesota. For more than 100 years, Jefferson Partners and Blue Earth Blue Sky has provided a full range of transportation services throughout America's heartland. Jefferson Partners LP is one of the nation's largest and most experienced fixed route carriers providing services in 14 states and operating nearly 20,000 daily miles.

We pride ourselves in understanding what our passengers, communities, and civic organizations value so that we can respond effectively to their needs.

Blue Earth Blue Sky

Blue Earth Blue Sky and Jefferson Partners L.P. are related via certain common ownership and the general management of the two companies.

Our Mission Statement:

From our home in America's heartland, we connect people with places. Our transportation company provides fixed route scheduled service and a full range of group travel services. We earn our customers' business by understanding what they value and require when travelling with us. Then we provide a service that exceeds their expectations.

We encourage a culture that focuses on employee and customer trust and we take great pride in being one of the few privately held companies, in any industry, that has successfully transitioned to 3rd generation ownership! We have accomplished this by leading and managing through a few core values which can be summed up simply as "WE CARE".

Safety is our first priority

- We are **reliable** and **trustworthy** in all of our business and personal affairs
- Our **respect** for the dignity of every individual is demonstrated in our conduct and reflected in our intentions
- **Innovative** with great ideas coming from everywhere in our company
- We are **good citizens** in our communities
- We **live responsibly** in our environment
- Good humor, kindness, and goodwill make our interactions richer
- Each of us is responsible for the success of our company

Our overall management approach starts with the customers' needs and expectations as the primary focus, in this case there are two customers, Brainerd and Crow Wing County Public Transit Office and the passengers who use the public transit. Our organization has a long history of successfully working with many public transit systems and providing safe and reliable transportation.

If this proposal is accepted, Blue Sky Transit part of Blue Earth Blue Sky division would again be the primary operating entity with Jefferson Partners LP. providing general business management, safety, HR, accounting, and training services.

The management of Blue-Sky Transit includes an onsite Transit Manager who reports up and is supported by a Director at Jefferson Lines.

The Transit Manager will oversee two full-time dispatchers and will also serve as a backup dispatcher in the case of one dispatcher being out. The Transit Manager will also oversee the drivers who execute the daily service. Other duties include:

- Oversight and tracking maintenance on the vehicles owned by the City of Brainerd
- Direct the activities of transit operations including dispatching and routing
- Liaise with Transportation Coordinator for the Brainerd & Crow Wing Transit System
- Plan and implement health, safety, and security programs
- Monitor operations to ensure that all staff comply with policies, procedures, safety rules, and government regulations
- Direct investigations to verify and resolve customer complaints
- Develop constructive and cooperative working relationships with employees, stakeholders, and community members

In regard to working with our employees, Blue Sky Transit takes a consultative approach to managing. We ask employees for feedback consistently and take employee concerns seriously. They often have an open-door policy that encourages employees to share what is and isn't working at our company. While the Transit Manager will consult with employees, they ultimately retain sole decision-making power.

Blue Sky Transits current role of executing the operations of public transit in Brainerd, Baxter, and other areas of Crow Wing County has provide us great insight into the systems, expectations and metrics set forth by the Brainerd Transit office. Our company now has 3 years of working with the transit office and providing service to the transit passengers. While every organization deals with hiring and retaining employees Blue Sky Transit has been able to retain many of our drivers, which has helped limited-service disruption and provide consistent service for the passengers.

Driver Supervision Approach – Including Road Supervision

Driver and Vehicle Assignments

The main goal of scheduling is to maximize the efficient allocation of labor and capital resources. Blue Sky Transit employees the use of a scheduling database for the purpose of run-cutting, creating driver assignments, and vehicle assignments for the operation of the transit system.

The Transit Manager of the Brainerd & Crow Wing Transit Service will be responsible for the development of driver and vehicle assignments. To improve the efficiency of allocating manpower we will implement the following run cut and roster process.

The steps followed and criteria that will be considered are:

- Deadhead distances and deadhead hours (non-revenue miles and hours) are measured between the points where buses go in and out of service.
- Other non-revenue hours associated with vehicle pre/post trip inspections, vehicle cleaning and fuelling that will be assigned to operators outside of service hours.
- Working conditions governing the maximum/minimum length of operator assignments, overtime provisions, split shifts and spread time will be taken into consideration.
- All operator assignments must conform to DOT regulations with respect to “Driving Hours”, “On Duty Hours” and “Off Duty Time”.
- Maximize the number of weekly ‘full-time’ shifts.
- Minimize inefficiency (i.e. deadheads, travel time etc.)
- Ensure that transfer connections throughout the systems are predictable, reliable, and convenient and do not interfere with service. On-street reliefs will only be schedule where there is recovery time, enabling take-over without delays to passengers.

Road Supervision

The Transit Manager will conduct weekly ride along’ s to observe and coach the drivers regarding passenger experience, use of RouteMatch, ADA compliance and overall safe driving.

The goal would be to complete at least one ride along with all drivers each quarter. We feel ride along’ s are a great tool for coaching drivers as well a providing the opportunity for the Transit Manager to see the routing set up by dispatch.

Flexible Work Rules

Work rules allow the flexibility to develop shifts from approximately 4 to 10 hours per day. This scheduling flexibility is appreciated by employees in terms of available choices of work.

After the successful completion of each sign-up period, there are the practical issues of ensuring that shifts are covered, buses are assigned, spare operators are available, and each operator understands what they are required to drive daily.

Flexible Work Rules and Scheduling Efficiency

We will implement flexible labor rules in which drivers are paid at straight time for all hours worked without shift premiums. Below is a summary of the work rules that defined the parameters for run-cutting and driver scheduling:

Pre-trip Time (Start of Service Day)

- Operators who are required to pre-trip a vehicle prior to in service operation will be paid 15 minutes at straight time.
- Operators that travel from/to the garage and to/from their starting/finishing points will be paid the allotted travel time at straight time.

Breaks

Operators are entitled to paid breaks beyond 20 minutes.

- Where breaks are required, they will be unpaid if more than 20 minutes and will to the best of our ability not be scheduled during a run. If a break is required during a run, a relief driver will meet the operator at one of his drop-off locations and continue with the run, avoiding any interferences in the schedule or disruptions to the passengers
- Breaks will not cause interruptions in service

Split Shifts

- If a split shift is necessary, the time between shifts is unpaid. There is no travel time paid between runs.

On Road Relief

If On Road Relief is required, a driver relief vehicle will be provided for the purpose of transporting drivers from the garage to the drop off location.

Shift Structure & Paid Times

Blue Sky Transit maintains the sole right to schedule its work force.

- Full Time shifts will be a minimum of 32 hours per week
- The minimum call out time for bus operators is two hours. A driver either scheduled or called in at short notice, and not cancelled prior to arrival for shift, will be paid a minimum of 2 hours straight time.

Road Supervision

Blue Sky Transit proposed organizational structure includes one Transit Manager that will be employed on a full-time basis. The organizational structure also includes dispatch staff on duty at all times of conventional transit operations.

Operators Reporting to Work

Blue Sky Transit will have a Dispatcher and/or manager on staff during all hours of revenue service and 30 minutes prior to the peak morning vehicle roll-out from the facility. The Dispatcher/Supervisor's primary duties during the period prior to and during morning roll-out will be to 1) ensure that the daily dispatch sheet which designates what bus each driver is to operate that day is accurate and that buses are accessible to operators and parked in the appropriate fashion so as to allow efficient roll-out, and 2) to monitor the reporting for duty of all bus operators to ensure that all revenue service vehicles are staffed. In most cases, the Transit Manager will have a reasonable amount of time to deal with operator no-shows due to illness etc., as they will be available by phone to contact by any of our employees who may be unable to attend work. When receiving a call regarding an employee unable to report for duty, we will immediately call upon our spare board/casual operators to secure an operator for the vacant shift. If the response time of that operator will be later than the scheduled start time for the shift, the manager will have two options available to them:

1. Perform the pre-trip inspection on the designated bus themselves, thereby allowing an extra 15 minutes for the operator to report for duty
2. Have an operator who is reporting for work for a later trip begin work earlier and perform the vacant shift. When the spare board/casual operator reports for work, they can then operate the shift of the operator who was used to start the earlier run. All drivers will be familiar with the requirements of each route, which will make transitions such as this possible.

Service Management Using RouteMatch

One of the main advantages of the RouteMatch GPS/AVL system is the ability for transit control and manager to get the "big picture" in terms of the ongoing service efficiency from wherever they are. This ensures that the manager and dispatcher is aware of the various service-related issues that may arise even if they are not in direct contact with certain routes. The dispatcher will continually monitor the RouteMatch program, observing the schedule adherence of all routes and following up on specific issues as required. The Supervisor will ensure that each operator is logged in to their block to allow the accurate tracking of information.

When the dispatcher determines that a bus is behind schedule, they will communicate with the operator to determine the reason and the prognosis for a return to schedule within a reasonable amount of time. If the operator is far enough behind schedule that the delivery of service to our clients will be substantially affected, the dispatcher will communicate with the manager to report the issue and identify an appropriate response. If any incidents are logged, the manager will be responsible for responding to them to ensure that operations are delivered as smoothly as possible to passengers.

Recognizing that the dispatchers at the transit office will have valuable information to pass on to the manager regarding the delivery of service, the manager on duty will, at all times, be available to contact by the main transit office.

As a requirement of their daily duties, Dispatchers will have forms to complete to log various problems related to service delivery and the corresponding interventions taken to rectify these issues. A copy of this form is provided below. Our proposal calls for frequent on the road supervision and monitoring each weekday, with continuous system monitoring via RouteMatch from the central transit dispatch office during all hours of revenue service, Monday to Friday.

The Transit Manager, whenever they are actively on the road monitoring the delivery of service, will utilize a form similar to the one provided below to track and report on system performance.

DAILY INSPECTOR REPORT				
INSPECTOR ON DUTY: _____				
WEATHER: _____				
ROAD CONDITIONS: _____				
DATE: _____				
INCIDENTS / COLLISIONS:				
BUS #	DRIVER	TIME	DESCRIPTION	ACTION TAKEN
GENERAL COMMENTS AND SAFETY ANNOUNCEMENTS:				

Experience with FTA Uniform System of Accounting and Monthly Reporting

Steve Woelfel, President, and CEO has 30 years of financial management experience and has earned his CPA license in the State of Minnesota. Kay Thome our Accounting Specialist has significant financial management experience as well as she has been the prime

accounting contact for the previous contract with the City of Brainerd. Jefferson Partners and Blue Earth Blue Sky Partners participates in State and Federal grant programs in 12 different states. In addition to an annual independent third-party audit of our financial statements, Jefferson Partners also engage the services of an independent CPA firm to perform an audit of our grant programs in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller of the United States.

Fare Collection Experience

All the drivers for Blue Sky Transit have extensive experience collecting and submitting passenger fares within the Brainerd and Crow County operations. We understand how to minimize risk and efficiently process many different types of fare collections. Transit drivers know how to deliver the fare box to the City of Brainerd or designed alternate following the work shift.

Training Program for All Personnel

Driver Operators

Defensive Driving

Maltreatment Awareness

ADA Passenger Assistance

First Aid and CPR

Cleveland Empathy Program

Safe lifting and back safety

Greeting and Assisting Passengers

Operational hazards and Adverse Driving Conditions

Emergency Situations

FTA Drug Awareness

Drug and Alcohol Policy

Collision and Incident Process

MNDOT Driver Refresher

Recommended every three years, this class reviews the essentials of the above classes (Defensive Driving for 2 hours, Passenger Assistance and Maltreatment Awareness for 2 hours, totaling 4 hours).

Dispatcher/Reservationist

Effective dispatching can make or break a community Transit organization. Our mission is to ensure the effectiveness and viability of Brainerd & Crow Wing Transit with a training program

that provides skills to increase expertise in developing improved communication between dispatch drivers and the passengers.

The Americans with Disabilities Act (ADA) and Service to People with Disabilities
RouteMatch Training for new employees

Customer Driven Service

- Six truths of effective customer service
- Responding to angry customers
- Customer complaint process
- Effective trip reservation best practices
- Effective trip scheduling best practices
- Scheduling problem solving
- Computer Aided Dispatch and Scheduling Software

Dispatcher Responsibilities

Role of technology for the Dispatcher

Dispatch Emergency Policies and Protocols

Dispatcher as the leader in emergency situations

Evaluating real life Dispatcher policies and protocols in emergencies

- Fire
- Dangerous Person on Transit Vehicle
- Vehicle Accident

First Aid and CRP

Transit Manager

Administration

Mission and Leadership

Budgeting and Finance 101

Human Resources

Driver Recruitment, Training, and Retention

Operations and Planning

Safety, Security and Emergency Management

Coordination and Mobility Management

Planning and Evaluation

Communicating with the Public

Engaging with Tribes

Compliance

Federal Regulations and Circulars

Americans with Disabilities Act (ADA)

Grant Compliance Requirements

Drug and Alcohol Programs

Civil Rights

Transit Asset Management

All driver and dispatch training

Employee Training Overview

The training program for all Transit employees will be enriched with new MNDOT, RTAP and CTAA classes as they become available and as needed to improve employee performance and built on employee strengths.

The goal of our training programs is built on three main platforms:

Safe Journey	Safe Employees	Safe Environment
Identify and Reduce Risk	World Class Training	Operating Above Regulatory Compliance
Being Prepared	Learning from Experience	The Right Equipment
Connecting with People	Safe Behaviors	Robust Processes and Equipment

Customer Service Approach

1) Customer Service

Customer Service is one of Blue Sky Transit's corporate values. We are committed to providing the highest standard of customer service. We recognize public transportation benefits those who choose to ride, as well as those who have no other choice.

We aim to ensure each experience is a positive one. We use our customer service KPIs to ensure we are on the right track.

a) *Responsiveness and Friendliness of Operators*

One of the best ways to determine if our staff provide the level of customer service, we expect is to observe them while they work. This includes ride-along trips by the transit manager to insure our drivers are delivering the expected customer experience set forth by the City of Brainerd.

b) *Cleanliness*

The cleanliness of the fleet upholds Blue Sky Transit's image. It also gives the customers the best possible first impression and, for hygienic and mechanical reasons, it just must be done right and done regularly. As fleet cleanliness is part of the customer's experience, we have incorporated it into our KPIs.

- i. **Exterior** – All buses will be washed and cleaned twice a week. In addition, no bus shall enter Revenue Service with exterior graffiti or visible vandalism.
- ii. **Interior** - Ensure the interiors of all buses have all loose debris and garbage removed, including onboard garbage containers, that the floors are swept and vacuumed, dashes, decks and ledges wiped down, window ledges wiped down, Bus Operator's area vacuumed, marketing materials displayed in accordance with instructions provided from time to time by the client and floors mopped after each day in service and prior to commencing Revenue Service on the following day. In addition, no bus shall enter Revenue Service with interior graffiti, vandalism, or etchings.

Measured – In addition to regular daily observations, the Transit Manager will randomly inspect a minimum of twenty-five per cent (25%) of the in-service buses each quarter. These observations are performed prior to the bus leaving the Facility in the morning or on-road shortly after starting the

service day. Blue Sky Transit will compare the observations found to the total number of inspections made and calculate the percentage.

Performance Target – 100% of all buses checked meet expectations for exterior and interior cleanliness.

c) *Complaints*

Customer complaints are tracked by “At fault” (within our control) or “No fault” (where it is not within our control). Complaints can be received by the customer verbally, by letter, through approved social media venues like Facebook and/or by email.

The categories for “At fault” customer complaints are:

- **On Time:** Schedule reliability, not weather related.
- **Driver Behavior:** Driver attitude, appearance, and customer service
- **Driving Acts:** Driving, concerns, and service delivery
- **Equipment Complaints:** Vehicle concerns, cleanliness, reliability, mechanical issues, etc. within our control

The category “No fault” complaints include:

- **Routing/Stop Locations Complaints:** Bus routes, shelters, stops, street furniture, etc.
- **Other:** (no fault) Weather, street conditions, traffic etc.
- **Equipment Complaints:** Vehicle concerns, cleanliness, reliability, mechanical issues, etc. (provided all issues within our control are properly addressed)

Measured – The number of customer complaints (by type) per (80,000) passenger boardings.

Performance Target – Less than 75 complaints per (800,000) passenger boardings.

Safety and General Rules - Security and Risk Management

Safety and General Rules manual will be electronically sent to the Transit Coordinator due to the size of the document.

Experience as a Public Transit Provider, including fleet experience

Blue Sky Transit has been operating Brainerd & Crow Wing Transit for the past 3 years. We were able to retain all previous employees while also executing a comprehensive plan to address critical areas essential to ensuring a smooth transition of service from the existing contractor to Blue Sky Transit. We understood the transition from incumbent operator to new operator was a concern by the city and that much care and attention to detail was executed during the undertaken to ensure that service operated seamlessly throughout the transition, especially from the perspective of the transit customer who should have no knowledge of the “behind-the-scenes” operation of the transit system.

In this regard, we understand constant transitions from one operator to another every 3 years can deteriorate the confidence of the passenger that the service will remain the same quality. With that said, we are confident that through collaboration with Brainerd & Crow Wing Transit, our team will be able to continue delivering on the required operations to ensure an exceptional passenger experience.

Capacity to Perform Contract Requirements

Blue Sky Transit and Jefferson Partners LP are well known in the industry for quality of operations and creating customer value – with more than 100 years of operating experience. In addition to these well-developed operating practices rooted in over 100 years of transportation operating experience, Blue Sky Transit has adopted a set of Key Performance Indicators (KPIs) to track its operating performance. Details of our extensive KPI program and other programs related to performance excellence are as follows:

Key Performance Indicators (KPIs) and Performance Incentive Programs

Blue Sky Transit will utilize a complete set of KPIs to track various performance metrics such as on-time performance, customer complaints, collisions, workplace injuries, and breakdowns.

Performance Targets and Tracking

Performance goals are established based on industry standards, commitments we have made through RFPs or strategic plans, and the general expectations of our clients. Our front-line employees deliver these performance objectives through their day-to-day performance of their duties. Our General Manager, with corporate assistance, will provide direction and lead the drive for all staff to work towards achieving our performance objectives.



Performance is tracked on a continuous basis by, and the achievement of objectives is communicated to front line staff continuously. Training programs are aligned with KPIs to ensure front-line staff have the necessary skills to achieve the targets set by the KPIs. All employees must work toward achieving our performance goals; however, Blue Sky Transit utilize different approaches to engage and evaluate each of these categories.

Front Line Staff (Drivers)

The goals and objectives that define service delivery success are largely delivered by front-line employees. It is important; therefore, to get 'buy-in' and a commitment to performance excellence, and this cannot be achieved by simply deploying people without

proper direction. Blue Earth Blue Sky has several programs to garner employee engagement in goal setting and achievement.

KPI Engagement and Training

The engagement of employees in KPIs and other performance measures starts at employee orientation. All new hires receive a package that explains KPIs, why they are important, and link them to our corporate values and objectives. Each month, KPI performance is communicated to all staff by way of postings on memo boards. An easy to read and understand chart/graph is used to provide a graphical representation of results as compared to goals.

Performance Reviews and Goal Setting

In addition, each year all employees meet with their manager/supervisor to review their personal performance in the prior year and discuss the various KPI goals for the coming period. We further create buy-in from employees by encouraging our occupational health and safety committees or other employee groups to provide input on KPI targets so that employees are involved in both the creation and achievement of the KPI goals. For example, we involve drivers in our goal setting as it relates to collisions, so that we create dialogue among staff regarding goals and a stronger desire to achieve them.

Once employees are exposed to how we measure performance and the role they play in achieving our goals, they are empowered to make choices that relate to the KPIs and our values, and we reward them when they do so. When employees are told what the Company values, it makes their decision-making process much easier, as they know that if they make certain decisions to support a company goal or value they will be applauded even if the desired result is not achieved. For example, if a driver is engaged in KPIs and understands that the Company has stated goals regarding customer complaints, it empowers them to wait an extra 30 seconds at an exchange for someone running to the bus, and if they are questioned by someone about why they are running late they can defend their performance.

Training Programs that Support Positive Performance

Our staff also receive ongoing training to ensure that their skills and knowledge remain sharp and that they have the tools necessary to perform their duties in as efficient and effective a manner as possible.

Our driver training programs, include regular refresher training focusing on driving skill, fuel efficient driving, reducing wear and tear on vehicles, and reducing driver stress while on duty. Blue Earth Blue Sky believes in exposing drivers to a mixture of classroom and practical training.

Other Awards and Recognition

Finally, Blue Sky Transit will award drivers for exceptional work performance with safe driving awards, incident free celebrations, and several informal processes that form part



of the corporate culture. Managers are encouraged to think of creative ways to recognize staff for a job well done, and this allows us to create positive morale in our work sites.

Management and Supervisory Staff

To achieve service excellence, management and dispatch staff must also be motivated and engaged. To achieve this commitment from our company leaders, Blue Earth Blue Sky creates measurable goals each year, based on the following factors:

- Preventable Collisions
- Workplace Injuries
- Customer Complaints
- Commendations
- On-Time Performance
- Missed Service
- Non-Preventable Collisions
- Passenger Injuries

Goal Setting

Each year, our location management teams are charged with creating aggressive but achievable goals for all the above categories. These goals are then challenged by the senior management and amended as necessary. Once the goals have been created, the management team in each location is expected to achieve the goals and report on their progress each month.

Reporting and Corrective Strategies

Management reports their KPIs weekly for safety sensitive areas (collisions, injuries etc.) and monthly for all KPIs. These reports are due no later than the third business day of the following month, ensuring that any out of line KPIs can be corrected as soon as possible. If these reported KPIs are above the stated goal for the year, the manager is required to create a KPI action plan that describes how they will address the KPI to bring their performance back to within the target.

In addition to the action plans created for KPIs that are trending outside of the yearly goals, each location is responsible for creating an annual project charter to tackle a particular KPI. By implementing this process, we ensure that there is always a drive by its location management to improve their KPIs.

Finally, one of the primary attributes of our proposal is that we are sure will be appreciated by Brainerd & Crow Wing Transit is the combination of decentralized responsibilities and accountabilities of our local manager, combined with the corporate depth of Blue Sky Transit as a whole. A partnership with Blue Sky Transit and Jefferson Partners provides the Board with access to immense resources in areas such as Human Resources, Finance, Maintenance, IT, Safety and more, while simultaneously enjoying the responsiveness and expedience of decision making that belies our corporate size.

Experience with ITS Technologies

Blue Sky Transit has been using RouteMatch as well as the Multi Line Dispatching Phone Systems for the past 3 years. We feel one of the main advantages of the RouteMatch GPS/AVL system is the ability for transit control and the manager to get the “big picture” in terms of the ongoing service efficiency from wherever they are. This ensures that the manager is aware of the various service-related issues that may arise even if they are not in direct contact with certain routes. Dispatch will continually monitor the RouteMatch program, or liaise with the manager, as one of their primary duties, observing the schedule adherence of all routes and following up on specific issues as required. The manager will ensure that each operator is logged in to their block to allow the accurate tracking of information. The manager will utilize a laptop computer to log all Service Management functions in the RouteMatch module, such as diversions, on-street issues, or emergency situations.

When dispatch or the manager determines that a bus is behind schedule, they will communicate with the operator to determine the reason and the prognosis for a return to schedule within a reasonable amount of time. If the operator is far enough behind schedule that the delivery of service to our clients will be substantially affected, the manager will communicate with the dispatch transit office to report the issue and identify an appropriate response. The manager will coordinate with other drivers if necessary to provide support to certain routes. If any incidents are logged, the manager will be responsible for responding to them to ensure that operations are delivered as smoothly as possible to passengers.

Recognizing that the dispatchers at the transit office will have valuable information to pass on to our manager regarding the delivery of service, the manager on duty will always be available to contact by the main transit office.

As a requirement of their daily duties, the manager and Dispatchers will have forms to complete to log various problems related to service delivery and the corresponding interventions taken to rectify these issues. A copy of this form is provided below. Our proposal calls for on-road supervision and monitoring each weekday, with continuous system monitoring via RouteMatch from the central transit dispatch office during all hours of revenue service, Monday to Friday.

Qualifications of Key Personnel

One of the benefits of Blue Sky Transits relationship with her sister company Land To Air and Jefferson Lines has been the ability to bring in talented resources when employees leave or specific expertise is needed to help with areas such as maintenance or recruiting.

Kay Stuart – CURRENT TRANSIT MANAGER

Kay Stuart has been a manager with Jefferson Lines for over 10 years and is currently the Transit Manager for Blue Sky Transit. Kay has stepped in and quickly learnt all the key metrics, policies, and systems while also building a strong working relationship with the City of Brainerd Transportation Manager. Kay will be part of the hiring and training process for a new Transit Manager if the contract is awarded to Blue Sky Transit. Additionally, the following two Directors have worked with the City of Brainerd Transportation Manager and supported Kay on a day-to-day basis.

Kevin Pursey – DIRECTOR OF SALES

Kevin has over 30 years of experience in sales operations, marketing, and customer care. He understands the importance of taking care of the customer and the processes and procedures to make sure it happens. Communication with the customer and understanding their needs and expectations is an area where Kevin brings tremendous experience. His skill of working with operations delivers stellar customer service results. Kevin will work with the Brainerd & Crow Wing Transit team to help develop and execute a customer service plan that will result in increased ridership.

Tom Thoenke – Director of Safety and Training

Tom has over 30 years of experience in passenger transportation safety, with a particular interest in effective training techniques. He is passionate about ensuring all passengers receive a safe and consistent experience riding the bus, paying particular attention to passengers with special needs or disabilities.

In addition, the following individuals will provide assistance and oversight to the Brainerd & Crow Wing employees in management, customer service, safety, training, human resources, and administrative services.

Steve Woelfel – PRESIDENT AND CEO

Steve has over 20 years of senior management experience and in addition to being Blue Sky Transit's President and CEO; he also serves on the Board of Directors for the American Bus Association and the National Bus Traffic Association where he recently was recognized for his dedication and efforts to further the mission of the NBTA. Steve places a great deal of emphasis on managing all relationships according to stated values and is actively involved in industry, customer, and employee relations.

Scott Stulc – Fleet Maintenance Manager

Scott Stulc is a seasoned Fleet Maintenance Manager with over 27 years of experience in various sectors, including transportation, school bus, and refuse. Since joining Jefferson Partners in 2023, Scott has demonstrated his proficiency in managing preventative maintenance programs, executing repairs, optimizing fleet rotation schedules, ensuring compliance with regulations such as vehicle safety and DOT standards, and overall enhancing the efficiency of the company's fleet operations.

Mary O'Brien– Human Resource Talent Manager (TBA)

Mary has over 25 years of experience in human resources, recruiting, and training. Mary has worked in a variety of industries, including manufacturing and food processing. Mary joined Jefferson Lines in 2022 and is actively involved with the leadership team.

Bonnie Buchanan – Grant writer, ADA, and Civil Rights Officer

Bonnie has over 44 years of experience with Jefferson Partners and Blue Sky Transit. Bonnie has worked in all phases of the transportation business. Bonnie has a history of success as a project manager of startup operations such as the College Connection and Como Zoo Shuttle. She has acted as the transition manager for expansion bus companies purchased by Jefferson Partners in many geographic locations. Bonnie enjoys the challenge of developing and implementing plans, solving problems and handing off the responsibility to trained permanent managers.

Bonnie is responsible for fixed route schedule development and serves as compliance officer in the areas of ADA and Civil Rights and is responsible for training our employees in these areas, including driver sensitivity.

Governance

Blue Earth Blue Sky is governed by a Board of Directors. The Chairman of the Board, Charles Zelle is a long-time limited partner of Blue Earth Blue Sky who has served as the Commissioner of Transportation for the State of Minnesota. Charles Zelle is currently Chairman of the Metropolitan Council.

Employee Recruiting, Hiring and Training of Drivers and Dispatchers

Operator Recruiting, Hiring, Training

The HR department of Blue Sky Transit will be responsible for recruiting, hiring, and training the Brainerd & Crow Wing Transit operators and support staff. HR will assist the transit manager with developing procedures related to the ongoing tracking of staff training initiatives, largely using a computerized training program.

Orientation for Incumbent Brainerd & Crow Wing Transit Employees

Blue Sky Transit will deliver a two-day orientation for all incumbent employees hired by our company. We will introduce our company, culture, and expectations. During this on-boarding process, policy, procedures, and expectations will be discussed.

Professional Driver Improvement Course

In addition, an 8-hour Professional Driver Improvement Course will be delivered to all retained incumbent operators. Ride checks will be completed to determine the level of supplementary training needed in the operator group. That training will take place to ensure that all operators are provided with the tools needed to offer service to the levels expected by Blue Earth Blue Sky. At the end of the 8-hour course there will be a final road test with documentation.

Operator Training & Safety Program

Another critical consideration during the transition of the contract is the training and orientation of all staff. It is essential that operators are familiar with all routes and equipment in order to deliver a seamless transition of transit services to the community.

Safety Program Goals

Our training programs will be delivered in a timely fashion and effectively to all staff to ensure a successful transition.

One of the critical items for which we will require cooperation from the Transit Board is access to transit vehicles for the purpose of driver training and assessment prior to contract implementation date. This will be one of the primary discussion points in our transition-related meetings with Transit. In past contracts for which we have required fleet for training initiatives, we have been flexible in terms of our demands, and have conducted additional training activities on weekends or evening to avoid fleet shortages. We will investigate this as an option if required in the transition of this contract as well.

Hiring Practices

If successful in securing this contract, Jefferson Lines will immediately work on specific job postings for Transit Operators and other staff in Brainerd.

Hiring Standards / Training / Safety

Transit Driver

Duties

- Transports customers in accordance with Brainerd & Crow Wing Transit and Company policies, observing all traffic laws and safety rules and adhering to time schedules.
- Completes a variety of vehicle and incident reports as required. Carries out emergency/accident procedures when required.
- Courteously and professionally interacts with customers, including loading mobility devices and escorting customers as required, answering inquiries enroute, making general announcements of assistance to collecting correct fares and ensuring valid passes are presented, and arranging for passenger pick-up and drop-off as required.

Qualifications

- Must meet qualifications for commercial licensing.
- Significant skills dealing effectively with the public, including demonstrated skills in conflict resolution, problem solving, and sound decision-making in positions providing customer service.
- Ability to understand, speak, and write English in order to communicate effectively with the travelling public and to report on incidents involving safety and/or service.
- Able to pass a comprehensive medical examination relating to commercial licensing requirements.
- Willing to work shifts
- Must hold a valid Commercial Driver's Licence, with a Passenger Endorsement and no air brake restriction, and with a demonstrated record indicating safe and responsible vehicle operation over the past 5 years.
 - No more than 2 moving violations in the past 3 years
 - No suspensions or prohibitions of any kind in the past 5 year
 - No more than 1 at fault accident in the past 5 years
- No criminal convictions or pending charges relating directly to the Operator position.

Additional Information

- A good knowledge of the local area is an asset.

Selected applicants will be required to participate in a comprehensive recruitment process which consists of interviews, trainability session, medical examination (as required for licensing), drug and alcohol screening, criminal record, and reference checks.

Blue Sky Transit recognizes that, to provide an outstanding transit service, we need to have employees at all levels committed to upholding the core values of our organization. We need employees that are motivated to provide resourceful services, being accountable to our customers and committed to safety. For us to be successful, we need to hire the right people, we need to keep our people motivated and we need to keep them focused on those things that will maintain a successful service for Brainerd & Crow Wing Transit.

Recruiting and Hiring

Our recruitment strategy is customized for the market in which we are operating. We operate and recruit successfully in large and small markets and markets with unique human resource challenges.

Threefold Approach to Recruitment

- Our priority, especially when starting a new operation, is to recruit from within the communities we operate in. Blue Earth Blue Sky recruitment campaigns will focus on local talent in an effort to build capacity within the community.
- Our secondary focus will be on non-local talent. We have been successful in attracting and retaining qualified technicians and operators despite challenging labor conditions by expanding our pool of candidates.
- Our third focus is on hiring top talent from within our organization. The average cost of finding and hiring someone from outside the company is more costly than an internal hire. In addition, the success rate for internal candidates is much higher than external hires.

Recruiting Methods – External Candidates

The internet is where an overwhelming majority of people go to search for careers. Jefferson uses the internet, local media advertising, word-of-mouth recommendations and an employee referral program to target individuals required for a successful operation.

We have had success with local newspaper ads and job fairs; however, our greatest successes in recruitment are through our specialized online recruiting tools. Jefferson makes use of current marketing and advertising options.

Some of the talent acquisition vehicles mentioned above can penetrate their resources deeper using their product specific features.

Hiring Process for New Operators

Step 1 – Recruitment

Blue Sky Transit believes our ability to attract the correct individual is directly linked to how we word our advertisements. We begin our hiring process, therefore, with a targeted ad.

Included in the body of the advertisement is a job preview and directions to the self-assessment. It is very important the applicant clearly understands the nature of the position being applied for. Throughout this process, the applicant becomes increasingly familiar with the company's standards and expectations.

Step 2 – Pre-Screening

Applications will be reviewed for the following minimum qualifications:

- Must meet qualifications for Commercial Licensing.
- Able to pass a comprehensive medical examination relating to requirement for a Commercial driver's licence.
- Significant skills dealing effectively with the public, including demonstrated skills in conflict resolution, problem solving, and sound decision-making.
- Ability to understand, speak, and write English in order to communicate effectively with the traveling public and to report on incidents involving safety and/or service.
- Willingness to work shifts.

- Must hold a valid Commercial Driver's Licence, with a Passenger Endorsement and with a demonstrated record indicating safe and responsible vehicle operation over the past 5 years.
 - No suspensions or prohibitions of any kind in the past 5 year
- High School Diploma or equivalent.

Step 3 – Candidate Assessment

Having completed a satisfactory primary screening interview, applicants undergo Candidate Assessment.

Component 1 – Phone Interview

The first component of Candidate Assessment is a brief phone interview. The telephone interview is in reality an oral assessment of the candidate's grasp of the English language and their ability to communicate with passengers. The candidate's ability to understand instructions and directions is also verified during this phone call.

Component 2 – Personality Assessment Surveys

Using the *Talent Click Driver Safety Quotient* assessment, Blue Earth Blue Sky is able to delve into the safety mindset of the candidate. Results returned identify primary driving traits and an individual driver safety personality profile. The six traits suggest operator approaches and attitudes when operating a vehicle on the road. Items compared are *Anxious vs Calm*, *Impatient vs Patient*, *Impulsive vs Cautious* and *Thrill Seeking vs Apprehensive*.

Another Talent Click assessment is the *Workstyle and Performance Profile* which measures emotional maturity and workplace attitudes. This assessment measures things like how likely the person is to follow policy and procedure or how shy or outgoing the candidate is.

Component 3 – Essential Skills Testing

The next component of Candidate Assessment is Essential Skills testing. Human Resources and Skills Development have identified nine essential skills for Transit Operators. Candidates write Essential Skills tests to verify abilities in these areas:

• Writing	• Oral Communications	• Numeracy
• Reading Text	• Document Use	• Continuous Learning
• Computer Use	• Working with Others	• Thinking Skills

Component 4 – Transit Trainability and Basic Driving Skills Check

The final assessment used to find the best possible candidate is a Transit Trainability and Basic Driving Skills Check. This check is conducted by the Recruitment & Training Manager or an Operator Instructor.

- The test begins with the applicant performing a pre-trip inspection of the vehicle during which the Examiner explains the various mechanical and safety features of the vehicle and ensures that the candidate is familiar with the bus controls.
- The candidate is directed to execute several basic turning and backing manoeuvres, prior to leaving the parking area. This allows the Examiner to assess the candidate's ability to follow direction.

- The Examiner confirms and closely monitors the candidate's driving technique and confidence level and when satisfied with the candidate's driving competency, proceeds to an "on the road" evaluation.
- The candidate is directed to drive an established test route, which includes high-density traffic areas, narrow neighborhood streets, and a winding hill.
- At mid-point in the road test, the Examiner uses a large parking area to assess the candidate's abilities and to discuss the road test thus far. Driving suggestions may also be offered at this time.
- Proceeding back to the garage, the Examiner will continue to monitor the candidate's driving skills, defensive driving techniques, confidence, and assess the candidate's level of "trainability" by noting if midpoint criticisms and suggestions are followed.
- Upon returning to the garage, the evaluation is concluded by having the candidate perform the post-trip inspection of the vehicle.

Step 4 – Interview

Once the candidate has met minimum standards in the assessment phase they move on to the personal interview. This gives the manager the opportunity to probe into areas that were highlighted by the assessments as being possible "red flags" or areas of concern. The interview process is a standard interview, with probe questions developed by the Personality Survey.

By using a standard competency-based interview we can remove subjectivity and make the interview experience the same for each applicant, regardless of what manager is conducting the interview or any personal first impressions the interviewer may have developed. In the course of the interview the interviewer is looking for specific keyword answers to the questions posed.

Interview questions are again based on the four major Performance Indexes: *Vehicle Monitoring and Driving*, *Customer Service and Professionalism*, *Personal Management* and *Problem Solving*. Each question is designed with a specific answer in mind. If the candidate supplies this looked for answer they are awarded a point.

The interview is scored based on the number of 'looked for' answers supplied by the applicant. The scoring for this is based on a scale of; Unacceptable (below 60%), Recommend (60 - 80%) and Highly Recommend (80% +). This method of scoring interviews ensures objectivity and is defensible in court.

Step 5 – Background Checks

Upon a successful personal interview, background checks are completed. Blue Earth Blue Sky contracts out these checks to guarantee objectivity and to protect the privacy of the candidate if they are unsuccessful in securing employment.

HireRight completes a base criminal record check, and we receive a complete report from them.

Reference Checks are completed through HireRight. References are solicited from a minimum of three sources, one of which must be a manager that the candidate reported directly to in the past. Personal references may be used for the two other references.

Jefferson also procures the services of an independent, third-party Drug and Alcohol testing facility. All safety sensitive positions undergo pre-employment screening for chemicals and alcohol in blood or urine.

Step 6 – Offer of Training

Once the candidate successfully navigates the five previous steps, the Manager reviews the *candidate's* entire file, including the candidate's responses in interviews, results of the background checks and all the assessments and testing. If the aggregate total recommends or highly recommends the candidate, an offer of training will be made. The Manager may reject an applicant at any stage of the hiring process based on the results of each component, but we endeavor to wait until Step 3 is complete to be able to make an informed decision.

Step 7 – Offer of Employment

Upon successful completion of the Screening and Training Program the candidate receives an offer of employment. Once operators have been trained, hired and properly on-boarded, performance monitoring by Transit Supervisors and the Manager begins.

Hiring of Managers and Administration

Jefferson uses the same proven approach (with a few differences) to hiring for the selection of managers and administration staff. Potential candidates are identified through the variety of recruiting methods indicated above with a focus on leadership and customer service experience.

On Boarding

The Project/General Manager is responsible for the onboarding or orientation process. This process introduces and familiarizes new employees with our facilities, culture, expectations and philosophies. During this session new employees are exposed to policies on ADA, harassment, health and safety and their roles in these and other workplace issues.

During the facilities tour the new employee is introduced to the staff. These sessions are based on two-way communication and open and honest discussions. It is our belief that setting the tone of the work relationship early is beneficial to all parties.

Training

Proper Transit Operator training ensures that drivers are provided with the appropriate skills and knowledge to function competently upon the commencement of our operations. Therefore, the following section outlines our established training programs which will be used by Blue Earth Blue Sky.

Key Goals

An effective training program reduces the number of incidents, injuries, property damage, legal liability, illnesses, workers' compensation claims, and missed time from work. An

effective safety training program also helps keep the required regulatory safety training courses organized and up to date.

Safety training helps establish our Safely Home culture and helps employees to promote proper safety procedures while on the job. As our employees are our number one asset, we invest in new and seasoned employees alike, so everyone is properly trained and maintains familiarity with the various processes and can embrace the importance of workplace safety. Our training programs has three key goals:

Goal #1 – Employee Safety Awareness

The main goal of the training program is to ensure our employees can identify potential hazards. We also train staff on how to mitigate, avoid or remove that hazard on their own if possible, or to seek out help when needed. This results in staff that consistently look for hazards that could affect them, other employees, passengers and the public in general.

Goal #2 – Awareness of Special Needs and Passenger Diversity

Another goal for is to ensure our operators can recognize the special needs and diversity of passengers. We work to attract and retain the highest caliber of skilled personnel who enjoy the challenges of customer service. We approach each passenger with patience, understanding and empathy. Our drivers provide a high level of customer service to everyone regardless of their needs.

Goal #3 – Meeting or Exceeding Funding Partner Training Requirements

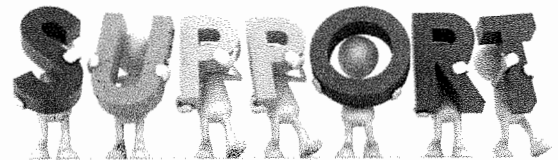
Blue Earth Blue Sky is committed to a blended learning approach – providing desirable face-to-face and on-the-road student ratios for operator training, supported by engaging media rich materials and resources. We will use the collective resources of the organization to meet our promises to our Brainerd & Crow Wing Transit.

Training Program Support

Blue Earth Blue Sky is proud of our ability to offer a world class training program. Our instructors are only one part of what makes our program successful. Blue Earth Blue Sky, along with Jefferson Partners LP, invests a great deal of time and money in supporting our training program and instructors. Below are some of the strategies used to maintain our world class program:

Instructor Support

Our standardized training program is based on best practices. As with the addition of any business partner, the training program will be reviewed and enhanced with regional information that is specific to the Brainerd & Crow Wing Transit System.



Driver Route Orientation

A keystone of any transit system is to have the bus follow predetermined routes. New operators must know which route to follow before they complete the run and will receive at least two (2) full days of formal training learning their routes.

To introduce operators to each route, the Operator/Instructor will drive the route with the operators in a bus. During this on-the-road training, landmarks and major trip generators are identified. Operators are expected to learn and practice on their own until they are confident in their routine. Once an Operator is confident, they know every turn on every route in their respective system they must request an Operator/Instructor to ride along, with the instructor signing off that the new operator is able to undertake the route in service. When necessary, the operator will be referred for more practice. Once complete this progress is documented in the operator file.

For further route support, each operator in every system is issued a route by the Manager, with turn-by-turn instructions and maps in which they can make notations to ensure they know the correct routing in the event they are called upon to cover runs they may not have driven in recent months.

ADA Training Guide

The ADA Training guide will be tailored to the Brainerd & Crow Wing Public Transit System

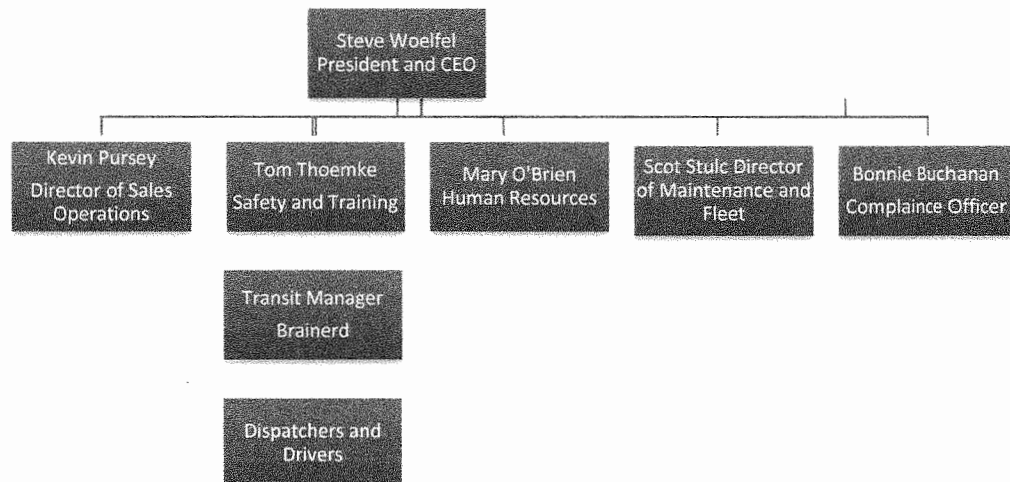
See Attachment A

Position:	Transit Operator(s)
Description of Position	<i>Reporting to the Transit Manager, Transit Operator(s) control various types of transit vehicles to transport passengers on established routes, demand response and deviated route service.</i>
Qualifications:	Education , Training, Related Work Experience
Education	Completion of high school or equivalent of education and experience
Qualifications	• Must meet qualifications for commercial licensing • Have the physical ability to assist passengers with disabilities and carry on parcels to the door • Ability to understand, speak, and write English in order to communicate effectively with the travelling public and to report on incidents involving safety and/or service. • Able to pass a comprehensive medical examination relating to commercial licensing requirements. • Maintain fuel and liquids in the transit vehicle and document • Have driven a motor vehicle or vehicle's at least 10,000 miles before employment • Be screened for past driving record, background check and driving violations, with a demonstrated record indicating safe and responsible vehicle operation. • Anyone convicted in the past 5 years of driving while under the influence of drugs or alcohol will not be considered • Anyone convicted of careless or reckless driving in the five years will not be considered for employment
Responsibilities:	
	• Transports customers throughout the local region, in accordance with according to defined standards • Pre and Post inspections, maintain fuel and liquids and document • Maintain fuel and liquids in transit vehicle and document • Operate ADA lift and securements according to defined standards • Observes all traffic laws and safety rules and adhering to time schedules. • Completes a variety of vehicle and incident reports as required. • Carries out emergency/accident procedures when required. • Courteously and professionally interacts with customers, including loading mobility devices and escorting customers as required, answering inquiries and, making general announcements of assistance to customers. • Reports delays, mechanical problems, and accidents • Operates tablet, collects correct fares and ensure valid passes are presented, record transactions on fare box • Neat appearance and a good knowledge of the service area • Pre-employment drug testing as well as random throughout employment • Willing to work shifts • Reports delays and mechanical problems • Completes training requirements • Cleans Transit vehicles according defined standards • Pre-employment Drug Testing and Radom testing throughout employment

Position: Dispatcher/Reservationist	
Description of Position	<i>Reporting to the General Manager, Call Takers will be responsible for exceptional customer service to custom transit passengers who telephone the office for booking purposes, general information, cancellations, and standing orders</i> <i>Dispatchers book trips, verify pick-up and drop-off locations, confirm mobility aid use and appointment times with the client to allow efficient dispatching of the operator.</i>
Qualifications: Education and Related Work Experience	
Education	Dispatcher/Reservationist require a high school education and may require some occupational training or job-related course work.
Related Work Experience	Previous dispatching and Customer Service experience in a fast paced call center environment is preferred. Awareness of the special needs of persons with a cognitive and/or physical disability is essential.
Responsibilities:	
	• Answer telephones quickly, pleasantly and professionally at a rate of 85% of calls answered, during regular business hours. It is essential that reservations deal courteously and effectively with the public. • Records of calls will be provided on a daily and weekly basis to the General Manager • A understanding of roads and activity centers in the service area is essential to the job • Accurate input and record data within RouteMatch must include the name, address, pick up and destination and billing information • Computer knowledge including data base, Excel, Word, email and trip scheduling software is essential • Dispatcher/reservationists will keep records, make reports multi-task and understand services and policies • Its important for dispatchers to be neat in appearance with causal business dress • Dispatchers need a understanding of the American's With Disability Act as well a willingness to cater to the special needs of senior citizens and persons with disabilities • Dispatchers will act as the first responder to all public inquiries and complaints • Dispatchers are subject to random drug and alcohol testing throughout employment

Position: Transit Manager	
Description Position	<i>Transit Manager is responsible for planning, organizing, managing, evaluating, and overseeing the operations of the Brainerd & Crow Wing Transit System. This position oversees the management of the budget, invoicing for the system, maintenance and strategic direction of the operation including recognizing opportunities for growth or enhanced efficiencies.</i>
Qualifications: Education and Related Work Experience	
Education	Requires a college diploma or university degree in business administration A combination of related training and experience may be considered an equivalent. Additional qualifications such as a trade certification or financial designation would be beneficial.
Related Work Experience	Several years of progressively responsible experience in transportation or a related enterprise are required. This individual will have extensive experience in fleet management, related logistics and managing the complexities of a workforce.
Responsibilities:	
	• Plan, develop, organize, manage and evaluate the operations the Transit System • Direct the workforce to achieve maximum operational effectiveness & transit system efficiencies. • Provide guidance, mentoring and support to the drivers and dispatchers • Direct the activities of transit operations including dispatching, routing, and tracking vehicle maintenance etc. • Interview, hire, train and mentor employees • Liaise with Transportation Coordinator for the Brainerd & Crow Wing Transit System • Ensure awareness of policy & procedures and monitor compliance • Plan, develop, and implement health and safety, and security programs and activities • Monitor operations to ensure that staff complies with policies & procedures, safety rules, and government regulations. • Negotiate and authorize maintenance work within authority limits, direct procurement activities related to the maintenance of vehicles operating transit • Forecast, document and report Key Performance Indicators to measure the effectiveness of the transit operations and develop strategies to correct problem areas • Direct investigations to verify and resolve customer complaints. • Develop constructive and cooperative working relationships with employees and all stakeholder • Meet all driver and dispatch requirements to enable the manager to provide driver back up and coverage • Develop driver work shift plans including breaks • Significant skills in dealing effectively with the public, including demonstrated skills in conflict resolution, problem solving, and sound decision-making in positions providing customer service. • Ability to understand, speak and write English in a public speaking environment in order to communicate effectively with employees and public

Organizational Chart and Reporting Relationships needs adjusting



Facility, Office, and Fleet

Blue Sky Transit has a facility for inside storage of the Transit fleet at Northern Pacific where we have housed the vehicles for the past 3 years. The facility will include an office for the Transit Manager as well as an area for drivers.

Ability to Follow and Comply with Maintenance Plan

Maintenance Program

Blue Sky Transit understands that vehicle maintenance is of utmost importance to the city of Brainerd, Crow Wing County, and the passengers. Our maintenance team will work with the city of Brainerd to develop and implement your comprehensive plan to maintain all major systems, such as: engines, transmissions, brakes, air conditioning systems, electrical systems, and more.

The manager will be available 24 hours a day / 7 days a week to address and implement maintenance needs. In addition, our corporate maintenance team is on call 24 hours a day. Blue Sky Transit maintenance department is thoroughly prepared to provide maintenance services that exceed your requirements.

Preventive Maintenance (PM) Program Outline and Philosophy

Blue Sky Transit will execute preventative maintenance to ensure the highest level of safety, maximize the efficiency and reliability of your fleet, reduce labor and parts expense, and extend the life of the vehicles.

We maintain a close relationship with our vehicle manufacturers and rely heavily on their maintenance recommendations. We have tailored our PM program to each class of vehicle ensuring that all manufacturers' requirements are met. Blue Sky Transit and Jefferson Partners LP also partners with Federal and State governments to make sure we remain in compliance with all laws and regulations.

Our PM program relies on thorough vehicle inspections, followed up with timely repairs of identified defects. In developing our PM Program for your fleet, we will factor in the type and age of the vehicles, the characteristics of the service demands, and weather and road conditions.

The overall goal of the program is to ensure safety, reduce service interruptions, extend the life of the equipment, lower annual maintenance costs, and provide thorough and accurate record keeping that adheres to your stated maintenance requirements.

We are committed to meeting all the requirements stated in the Brainerd & Crow Wing Transit Vehicle Plan.

Preventative Maintenance:

The preventive maintenance program of the Brainerd and Crow Wing Public Transit system consists of daily inspections and mileage-based inspections.

Daily Pre-Trip and Post-Trip Inspections

Drivers perform a pre-trip inspection prior to the start of their shift. Pre-trip inspections are the responsibility of the driver. It is his/her responsibility to make notations on the pre-trip inspection form of any defects they found during the pre-trip inspection, while driving throughout the day or during the post trip inspection at the end of the day. Upon completion of the pre-trip inspection form, the form is turned into the maintenance office. The supervisor or mechanic shall make an immediate determination whether the vehicle should be removed from service if a defect is noted.

Additionally, all transit vehicles shall be clean on both the interior and exterior prior to being placed into service each day.

The contract operator shall perform preventative maintenance on the vehicles pursuant to the manufacturer's specifications as minimum standards. Highlights are listed by bus size in the following pages. The Transit system reserves the right to modify maintenance schedules relating to fluid change intervals and tune up schedules.

The pre-trip/post-trip book should contain the following items at a minimum:

1 – PRE AND POST TRIP INSPECTION FORM

400 SERIES VEHICLE PREVENTATIVE MAINTENANCE 5,000 MILE SERVICE

Service procedures:

Vehicle history

- Review preventive maintenance history
- Review vehicle repair history
- Review any pending work orders

Items to be inspected:

- Engine oil change
- Oil filter change
- Air filter check – replace as needed
- Lube
- Check brakes
- Check axles
- Inspect wheel for end play and noise

If any defects are found, document and as appropriate, schedule for repair.

400 SERIES VEHICLE PREVENTATIVE MAINTENANCE 30,000 MILE SERVICE

Service procedures:

Vehicle history

- Review preventive maintenance history
- Review vehicle repair history
- Review any pending work orders

Items to be inspected:

- Engine oil change
- Oil filter change
- Transmission Oil and filter change
- Fuel filter replacement
- Air filter check – replace as needed
- Lube
- Check brakes
- Check axles
- Inspect wheel for end play and noise

If any defects are found, document and as appropriate, schedule for repair.

500 SERIES VEHICLE PREVENTATIVE MAINTENANCE 5,000 MILE SERVICE

Service procedures:

Vehicle history

- Review preventive maintenance history
- Review vehicle repair history
- Review any pending work orders

Items to be inspected:

- 1) Check HVAC, controls, and fans
- 2) Check wipers and washers
- 3) Check horn, both electric and air if equipped
- 4) Check all glass and mirror controls
- 5) Check parking brake and all wheel brakes – both visual lining thickness check and operational use
- 6) Check all fluids
- 7) Check all lighting and reflectors
- 8) Check batteries, cables, and mounts
- 9) Check mud flaps, splash guards and bumpers
- 10) Check vehicle body
- 11) Check all belts and hoses

- 12) Check air filter
- 13) Check all steering components
- 14) Check for any oil leaks
- 15) Check driveline, U-joints, tie rods, springs, hangers, and shocks
- 16) Check exhaust, muffler, clamps, and brackets
- 17) Check steering axle wheel bearings and lubricate
- 18) Grease entire chassis – all joints, kingpins, doors, wheelchair lift
- 19) Check tires and record tread depth

If any defects are found, document and as appropriate, schedule for repair.

500 SERIES VEHICLE PREVENTATIVE MAINTENANCE 10,000 MILE SERVICE

Service procedures:

Vehicle history

- Review preventive maintenance history
- Review vehicle repair history
- Review any pending work orders

Items to be completed in addition to the 5,000-mile checklist:

- Engine oil change
- Oil filter change
- Fuel filter replacement and water separator replacement
- Check cooling system
- Check starting system
- Check charging system
- Check brake system, lines, and ABS
- Check APAD's for fault codes
- Check axles and wheel hubs
- Inspect wheel for end play and noise

If any defects are found, document and as appropriate, schedule for repair.

DRIVER'S DAILY CHECKLIST

Brainerd / Crow Wing
County Transit System

Vehicle No. _____ Odometer Reading _____

INSPECT ITEMS LISTED BELOW AND CHECK IF OKAY

INTERIOR

EXTERIOR

UNDER HOOD

_____ Service Brakes

_____ Tires

_____ Oil Level

_____ Parking Brakes

_____ Tire Pressure

_____ Radiator Level

_____ Steering Mechanism

_____ Wheels/Rims

_____ Battery Level

_____ Transmission

_____ Turn Signals

_____ Belts

_____ Wheel Chair Lift/Ramp

_____ Head Lights

_____ Windshield Wiper Fluid

_____ Wheel Chair Tie-downs

_____ Tail Lights

_____ Transmission Fluid

_____ Fire Extinguisher

_____ Mirrors

_____ Warning Devices

_____ Windshield Wipers

_____ First Aid Kits

_____ Cleanliness

_____ Dash Gauges

_____ New Damage (specify)

_____ Light Reflectors

_____ Horn

_____ Window Glass

_____ Radio

_____ Mirrors

_____ Seats

_____ Seat Belts

_____ Seat Belt Cutters

_____ Cleanliness

_____ New Damage (specify)

MAINTENANCE ACTION

DATE _____

REPAIRS MADE _____

NO REPAIRS NEEDED _____

CERTIFIED BY: _____

Comments: _____

Reporting Driver Signature _____ Date _____

Reviewing Driver Signature _____ Date _____

Vehicle Cleaning

Vehicle cleanliness is a priority for Blue Sky Transit. We are committed to providing clean vehicles.

The appearance of the vehicles develops a perception in passengers, as well as the non-riding public, about the quality of the service provided. We understand this and will maintain the cleanliness of the vehicles to our highest ability. Every vehicle will have a sticker on the exterior of the vehicle indicating that it meets the recommended cleaning standards.

We provide comprehensive interior and exterior cleaning for each revenue vehicle. We take tremendous pride in having the cleanest vehicles on the road. Our experience includes vehicle cleaning, detailing, and buffing. We will perform the following:

- Daily cleaning of the interior of the vehicles: Operators will remove trash and wipe down the interior of the vehicle at the end of each service day. All foreign matter such as gum, grease, dirt, and graffiti will be removed from interior surfaces during the cleaning process and upholstery damage will be repaired immediately upon discovery.
- Regular cleaning of the exterior of the vehicles: all in-service buses are run through the bus wash on a regular basis. In addition, our cleaning staff will utilize a power washer to hand wash exteriors and ensure all environmental regulations are met and followed at least once per week, or more with inclement weather, or based upon contract requirements.

Approach to Road Call Management

Sometimes it is necessary to replace an in-service vehicle due to a mechanical issue. In the event that a vehicle has a road failure, we will work to resolve the issue as quickly as possible with the goal of reducing passenger inconvenience, delays in service, and or vehicle down time. Upon notification by the operator to our general manager we will gather pertinent information such as:

- Is the vehicle in a safe place?
- Have you deployed any warning triangles?
- Description of problem.
- Current location.
- Any passengers on-board?
- Can the vehicle be safely moved?
- Are there any special passenger needs?
- What corrective action attempts have been made?

Once the appropriate information is obtained, the manager will determine the best course of action to resolve the problem. Options include but, are not limited to the following:

- Dispatch relief vehicle
- Contact Dispatch
- Call for a tow truck

- Transfer passengers to another vehicle

Depending on the situation, the manager may initiate multiple rescue and repair actions simultaneously.

Towing services are typically subcontracted to a local, full-service towing company. Each vendor's service is monitored with regard to consistently quick response times, professionalism, safety and cost.

Upon resolving the road failure, the dispatcher will prepare collected data and submit it to the management team and maintenance department. This information will be analyzed to determine if this was a preventable or non-preventable incident. Upon that determination, our maintenance department will take steps to ensure this road failure does not happen again.

Steps may include:

- Implementing a scheduled service to address the component failure
- Add the repair item to our inspection program
- Contact vehicle manufacturer for possible recall items
- Use a different parts manufacturer
- Create and distribute a Maintenance Advisory to all personnel

Breakdowns are tracked on a daily shift report and reviewed by the manager. Breakdowns are also tracked on monthly KPI's and monitored by location and corporate staff.

All out of service equipment is logged in in a daily report that is reviewed by the general manager. Every effort is made to get out-of-service equipment back in service as soon as possible.

Proposed Fleet Records and Reporting

Blue Earth Blue Sky will utilize the maintenance and inspection forms as stated in the Brainerd & Crow Wing County RFP. The necessary information will be included in the monthly reports and submitted on or before the 8th of each month. We will 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:

The transit manager, transit operators and dispatchers, shall collect the data via RouteMatch by accurately and completely entering all customer, fare, and trip information.

Blue Earth Blue Sky will submit reports containing the following information along with monthly invoices:

- Vehicle ending odometers.
- Total fuel by gallons per vehicle
- Monthly maintenance record of city owned vehicles both CM and PM by vehicle
- Monthly published route service hours by route by day by driver
- Monthly published dispatch hours provided by day
- Copies of all compliments and complaints received including summary and actions

- Copies of all accident and injury reports, denied service, breakdowns and tows
- Monthly certification of all driver's legal authority to drive buses

Safety Record

Jefferson Partners LP is very proud of our record regarding all key FMCSA measures of Motor Carrier compliance and safety. Our CSA scores place us in the top 10% of motor carriers in the United States. We were last audited by the FMCSA in (month) of (year) when we received a Satisfactory rating (the highest rating possible). We were audited by the Department of Defense in January of (year) and we also received a Satisfactory rating (the highest rating possible). Jefferson carries \$15M in bus liability coverage compared to the \$5M coverage that is required by the FMCSA.

Jefferson Partners fosters a corporate wide recognition that the most critical aspect of our collective duties as a people transportation company is delivering our services in a fashion that ensures our employees and passengers alike get safely to their destinations every time. This recognition outlines our essential responsibility to care for each other, our passengers, and the public in all of the communities Jefferson Lines lives in and serves.

Both Jefferson and Blue Sky Transit are driven by safety. It is the first Core Value and is at the heart of all we do. Our mission is to exceed customer expectations. We do this by employing talented people who share in the dedication of a company committed to service with safety as its cornerstone.

We recognize transit is successful if measurable impacts on community development goals and residents' quality of life can be enhanced. To help measure our contribution to those we serve, we have developed a comprehensive list of KPIs used at all locations to measure, monitor and guide day-to-day performance management for all aspects of the work we do.

For several years, our KPIs have represented commitments to each other and accountabilities to the entire organization from the leadership Team to the Board of Directors. Additionally, Jefferson Lines utilizes a Balanced Scorecard approach to measuring the performance of each operation, which encompasses the organizational vision, mission, core values, objectives, performance measures, targets and improvement actions.

Accountability – Annual Action Plans

KPIs and Balanced Scorecards are most valuable if used as a tool for continuous improvement. They allow us to see objectively and clearly where we are strong (meeting or exceeding our targets) and where improvements are needed (missing targets). Each year at every location, we develop action plans to address problem areas. These form the basis for what become our KPI targets.

The KPIs are the primary tool to help us focus on those areas where the impact will be greatest. Additionally, we report on KPIs and communicate this to all staff monthly, to celebrate success, motivate and inform about the trending of KPIs and plans to address concerns.



When considering our new partnership with Brainerd & Crow Wing Transit we will utilize our existing KPI program along with the performance objectives of the Board to establish our goals. This will ensure openness and accountability for the services provided.

Small Group Safety Meetings, Toolbox Talks and Tailgate Meetings

The Brainerd Safety Officer (General Manager) will conduct periodic (i.e. quarterly) sessions with a few employees as a means to reinforce the Safety Commitment, deliver information and share combined knowledge and experience. These meetings are documented and shared with other employees. Some sessions are specific to certain areas (i.e. driving, maintenance, etc.). All employees will participate at least twice/year.

Root Cause Incident & Collision Investigations

The Health & Safety Program's overarching goal is to allow our workers to make it safely home. At the same time, we also acknowledge that workplace incidents and collisions do happen. When they do, it is important to have a process that allows us to learn from that outcome.

The corporate management team works to complete a full and comprehensive review of every workplace incident and collision. As the goal of these reviews is prevention, our investigation teams focus on seeking out and understanding the root cause(s) of the situations and putting in place the corrective actions that prevent future occurrences. By proactively addressing identified unsafe acts and unsafe conditions we make good on our promise to get our employees home safely each day.

Accident / Incident Investigation Process

The Manager will coordinate the initial investigation into incidents, accidents, injuries or near misses and will report these immediately to the JL Director of Safety and to Transit within 1 hour. The Director of Safety will be directly involved in the investigation of any serious accidents and/or situations that involved passenger injuries.

Below is an overview of our accident / incident investigation and reporting process:

Procedures for Reporting On-Road Incidents

We have procedures and plans in place to deal with on-road emergencies, collisions, and other incidents. In all cases the purpose of the procedures is to minimize damage, assist with the incident in a safe and effective manner, and restore service. Operators and Supervisors are all trained in incident response with those purposes in mind. Refresher training in incident response is done on an annual basis, or more often if required.

Admin / Dispatch is an important part of the response plan, as it may be up to them to communicate with emergency services while the Manager is on the route to the scene. Dispatch has the Emergency and Incident response procedures on hand at all times and is prepared to give Transit Operators direction when required.

We are committed to tracking all on road incidents, keeping statistics, and taking action to reduce all types of negative incidents. The following procedures are not intended to be exhaustive, and all supervisors will be expected to have a working knowledge of the Transit Supervision Guide for Managers and Supervisors.

Driver Requirements

The requirements for Transit Operator training and knowledge of incident response are as follows:

- Drivers are trained in all aspects of road safety, emergency procedures, and incident response.
- Drivers will be required to immediately contact their Direct Supervisor or Management representative in the event of an incident or emergency.
- Drivers will be trained to assess and control the scene until they are relieved by either the Transit Supervisor or First Responders.
- Drivers will be trained to complete incident reports, collect witness cards, and take photographs of the scene when necessary.
- Trained in conflict resolution, dealing with difficult or dangerous people.
- Trained to respond to incidents of violence in the workplace.

Transit Manager and Dispatch Requirements

The training and knowledge requirements of incident response for Supervisors are as follows:

- Trained in all aspects of road safety, emergency procedures, and incident response.
- Trained in conflict resolution, dealing with difficult or dangerous people.
- Trained to respond to incidents of violence in the workplace.
- Trained to complete incident reports, take witness statements, and take photographs of the scene.
- Trained in incident investigation.
- Trained to facilitate critical incident stress debriefing.
- Trained in the processes of Service Recovery.
- Trained in spill response procedures and equipped to clean up minor to moderate spills.
- Knowledge of reporting requirements.

Internal communications plan, including methods of communicating instructions to dispatch and vehicle operators and the approach to routing dispatching.

The base of our communications plan will include our training and retraining program as well as the employee handbook, route guides and defined standards of operation for dispatch and drivers.

Drivers and dispatchers will have daily personal communication with the Transit Manager. The General Manager will office at the approved facility for storing vehicles. He will arrive each day at least 30 minutes prior to the first departure. This will enable the manager to greet drivers and oversee route departures.

Ongoing communications will include the best method to relay given information including in person as well as by phone, email, written memo, text or RouteMatch.

- The manager will perform daily performance checks on operating routes with driver feedback
- The manager will review calls, reservations or complaints handled by dispatch and work with dispatch to solve problems as needed
- The manager will communicate with the Transit Coordinator as stated in the RFP

Employee Disciplinary Action

First Offence:

The employee will receive a verbal warning from the General Manager.

Second Offence:

The employee will receive a written warning from the General Manager.

Third Offence:

The employee's employment on this contract is terminated.

Approach to Dispatch

The work of the dispatchers/reservations is key to providing customer service that exceeds the passenger expectations. A high degree of professionalism and patience is required. Dispatchers Shall:

- Answer telephones quickly, pleasantly, and professionally at a rate of 85% of calls answered, during regular business hours. It is essential that reservations deal courteously and effectively with the public.
- Records of calls will be provided on a daily and weekly basis to the General Manager
- A understanding of roads and activity centers in the service area is essential to the job
- Accurate input and record data within RouteMatch must include the name, address, pick up and destination and billing information
- Computer knowledge including data base, Excel, Word, email and trip scheduling software is essential
- Dispatcher/reservationists will keep records, make reports multi-task and understand services and policies
- Its important for dispatchers to be neat in appearance with causal business dress
- Dispatchers need a understanding of the American's With Disability Act as well a willingness to cater to the special needs of senior citizens and persons with disabilities
- Dispatchers will act as the first responder to all public inquiries and complaints

Professional References

Firm Name:	City of Saint Paul, Minnesota
Street:	15 Kellogg Blvd.
City, State, Zip Code:	Saint Paul, MN 55102
Contract Person:	Mayor Melvin Carter
Telephone Number:	(651) 266-8989
Length of Service:	Since 2011
Please describe the services respondent provided to this organization by checking as many of the following as apply: Transit Operations Services ☒ Fixed Route for St. Paul Como Park Zoo ☒ Charter for Elementary students ☒ Demand Response ☐ Daily School Bus Service	
Service Features ☒ Vehicles ☒ Drivers ☒ Road Supervision ☒ Dispatching ☒ Mechanics ☒ Fuel	☒ Parts ☒ Tires ☒ Telephone Information ☒ Scheduling ☒ Facilities
Average number of miles operated per weekday:	
Days of operation:	
Weekday hours of operation:	from to
Average number of vehicles operated per weekday:	
Types of vehicles operated:	Low floor cutaway units and full size over the road buses
Types of users (ex. general public, disabled, etc.):	Park visitors including persons with disabilities, public & school children

Firm Name:	Iowa Department of Transportation												
Street:	800 Lincoln Way												
City, State, Zip Code:	Ames, Iowa 50010												
Contract Person:	Kristin Harr or Matt Oetker												
Telephone Number:	515-239-1765 or 515-233-7875												
Length of Service:	20 plus years												
Please describe the services respondent provided to this organization by checking as many of the following as apply: Transit Operations Services ☒ Fixed Route - Jefferson Partners LP ☐ Charter ☐ Demand Response ☐ Daily School Bus Service													
Service Features <table border="0"> <tr> <td>☒ Vehicles</td> <td>☒ Parts</td> </tr> <tr> <td>☒ Drivers</td> <td>☒ Tires</td> </tr> <tr> <td>☒ Road Supervision</td> <td>☒ Telephone Information</td> </tr> <tr> <td>☒ Dispatching</td> <td>☒ Scheduling</td> </tr> <tr> <td>☒ Mechanics</td> <td>☒ Facilities</td> </tr> <tr> <td>☒ Fuel</td> <td></td> </tr> </table>		☒ Vehicles	☒ Parts	☒ Drivers	☒ Tires	☒ Road Supervision	☒ Telephone Information	☒ Dispatching	☒ Scheduling	☒ Mechanics	☒ Facilities	☒ Fuel	
☒ Vehicles	☒ Parts												
☒ Drivers	☒ Tires												
☒ Road Supervision	☒ Telephone Information												
☒ Dispatching	☒ Scheduling												
☒ Mechanics	☒ Facilities												
☒ Fuel													
Average number of miles operated per weekday:	600 plus miles												
Days of operation:	Daily												
Weekday hours of operation:	from 12:01AM to 11:59PM												
Average number of vehicles operated per weekday:	15												
Types of vehicles operated:	Over the road buses												
Types of users (ex. public, disabled, etc.):	General public, including senior citizens and passengers with disabilities												

Credit and Bank References

See Attachment B

Location of Residence the Last Five Years

Our corporate office is located at:

2100 East 26th Street

Minneapolis, MN 55404

Hiring Qualifications for Each Transit Position

Transit Driver

Qualifications

- Must meet qualifications for commercial licensing.
- A good knowledge of the local area
- Have knowledge or be trained in the use of the ADA lift and securements including tie downs and shoulder belts.
- Have the physical ability to assist passengers with disabilities and carry parcels to the door.
- Have knowledge or be trained to perform pre and post inspections.
- Significant skills or be trained in dealing effectively with the public, including demonstrated skills in conflict resolution, problem solving, and sound decision-making in positions providing customer service.
- Ability to understand, speak, and write English in order to communicate effectively with the travelling public and to report on incidents involving safety and/or service.
- Able to pass a comprehensive medical examination relating to commercial licensing requirements.
- Willing to work shifts.
- Operate a tablet, visually verify cash deposited into the fare box, make reports and abide by transit policies.
- Be neat in appearance.
- Maintain fuel and liquids in the transit vehicle and document
- Have driven a motor vehicle or vehicle's at least 10,000 miles before employment.
- Be screened for past driving record, background check and driving violations, with a demonstrated record indicating safe and responsible vehicle operation.
 - Anyone convicted in the past 5 years of driving while under the influence of drugs or alcohol will not be considered.
 - Anyone convicted of careless or reckless driving in the five years will not be considered for employment

- Submit to pre-employment and ongoing random drug tests throughout employment

Dispatcher/Reservationist

Qualifications

- Answer telephones quickly, pleasantly and professionally at a rate of 85% of calls answered, during regular business hours. It is essential that reservations deal courteously and effectively with the public.
- Records of calls will be provided on a daily and weekly basis to the General Manager
- A understanding of roads and activity centers in the service area is essential to the job
- Accurate input and record data within RouteMatch must include the name, address, pick up and destination and billing information.
- Computer knowledge including data base, Excel, Word, email and trip scheduling software is essential
- Dispatcher/reservationists will keep records, make reports multi-task and understand services and policies.
- Its important for dispatchers to be neat in appearance with causal business dress
- Dispatchers need a understanding of the American's With Disability Act as well a willingness to cater to the special needs of senior citizens and persons with disabilities
- Dispatchers will act as the first responder to all public inquiries and complaints.

Transit Manager

Qualifications

- Plan, develop, organize, manage and evaluate the operations the Transit System
- Direct the workforce to achieve maximum operational effectiveness & transit system efficiencies.
- Provide guidance, mentoring and support to the drivers and dispatchers
- Direct the activities of transit operations including dispatching, routing, and tracking vehicle maintenance etc.
- Interview, hire and mentor employees
- Liaise with Transportation Coordinator for the Brainerd & Crow Wing Transit System
- Ensure awareness of policy & procedures and monitor compliance.
- Plan, develop, and implement health and safety, and security programs and activities.
- Monitor operations to ensure that staff complies with policies & procedures, safety rules, and government regulations.
- Negotiate and authorize maintenance work within authority limits, direct procurement activities related to the maintenance of vehicles operating transit
- Forecast, document and report Key Performance Indicators to measure the effectiveness of the transit operations and develop strategies to correct problem areas.
- Direct investigations to verify and resolve customer complaints.

- Develop constructive and cooperative working relationships with employees and all stakeholders.
- Negotiate with vendor representatives for services and preferential rates.
- Maintain open dialogue with Transportation Coordinator and corporate department managers to coordinate activities, improve performance and productivity.
- Train new employees according to Brainerd & Crow Wing Transit and company defined standards.
- Develop driver shift plans including breaks.
- Significant skills in dealing effectively with the public, including demonstrated skills in conflict resolution, problem solving, and sound decision-making in positions providing customer service.
- Ability to understand, speak and write English in a public speaking environment in order to communicate effectively with employees.
- Meet all driver requirements to enable manager to fill in for drivers as required
- Have good knowledge of local area and requirements of each route.

Employee Handbook and Personnel Policies

With award of the transit operating contract, the Employee Handbook with policies will be written to include the unique working conditions and requirements of the Brainerd & Crow Wing Public Transit System.

See Attachment C

Experience

For more than 100 years, Jefferson has provided a full range of transportation services throughout America's heartland. Jefferson is one of the nation's largest and most experienced transportation carriers providing services in 15 states, serving more than 170 communities and operating nearly 20,000 miles daily, our services are provided 365 days a year including holidays.

Blue Earth Blue Sky and Jefferson Partners offer more than 130 years of combined transportation experience to the Brainerd & Crow County Transit System.

Our experience of successfully operating more than 500 passenger stops each day in 15 states gives us a unique perspective in understanding how to manage all aspects of passenger service in Crow Wing County.

Disadvantaged Business Enterprises (DBE)

Blue Earth Blue Sky understands the requirements of DBE. We will comply with the requirements of DBE as stated in RFP.

See Attachment D with Assurances and Certification

**PROPOSAL FOR THE OPERATION OF
BRainerd & CROW WING TRANSIT SYSTEM**

Proposal of (Name) Blue Sky Transit

Street Address 2100 East 26th Street

City, State, Zip Minneapolis, MN 55404

Phone: 612-359-3420

Fax: 612-359-3437

E-mail: kpursey@jeffersonlines.com

To do and perform and work in accordance with the Contract and Specifications for the operation of Brainerd & Crow Wing Public Transit System, with service commencing on July 1st, 2024, for a period of 3 (three) years.

To the City of Brainerd, located in the City of Brainerd, Crow Wing County, Minnesota:

In accordance with the advertisement inviting proposals for the project hereinbefore named, and in conformity with the contract and specifications pertaining thereto:

(I) (We) hereby certify that (I am) (we are) the only person(s) interested in this proposal as principal that this proposal is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever; that an examination has been made of the site of the work and the Contract form, together with the Specifications pertaining thereto.

(I) (We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased, are to be performed at the unit prices shown on the proposal.

(I) (We) propose to furnish all necessary equipment, tools, labor, and other means in the manner and at the time prescribed in accordance with the terms of the Contract and Specifications.

(I) (We) further propose to guarantee all work performed under this Contract to be done in accordance with the Specifications.

(I) (We) agree to all the provisions of Minnesota Statutes, Section 181.59.

PROPOSAL (CONTRACT YEAR ONE 7/1/2024 TO 6/30/2025) (Provide for a base price for each year.)

Line Number	Item	Unit	Estimated Annual Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	15,470	\$34.69	\$536,653
2	Dispatcher/Dispatching Services	Hour	3,024	\$29.34	\$88,713
3	Management/Overhead	Monthly	12	\$33,333.33	\$400,000

BASE PROPOSAL (YEAR ONE): **\$ 1,025,366**

PROPOSAL [CONTRACT YEAR TWO 7/1/2025 TO 6/30/2026 (Provide for a base price for each year.)

Line Number	Item	Unit	Estimated Annual Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	15, 470	\$36.20	\$560,003
2	Dispatcher/Dispatching Services	Hour	3, 024	\$30.62	\$92,593
3	Management/Overhead	Monthly	12	\$35,312.50	\$423,750

BASE PROPOSAL (YEAR TWO): **\$ 1,076,346**

PROPOSAL [CONTRACT YEAR THREE 7/1/2026 TO 6/30/2027] (Provide for a base price for each year.)

Line Number	Item	Unit	Estimated Annual Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	15, 470	\$37.71	\$583,353
2	Dispatcher/Dispatching Services	Hour	3, 024	\$31.90	\$96,472
3	Management/Overhead	Monthly	12	\$37,525.00	\$450,300

BASE PROPOSAL (YEAR THREE): **\$ 1,130,126**

GRAND TOTAL (YEAR ONE, TWO & THREE PROPOSALS): **\$ 3,213,838**

Blue Sky Transit may terminate the Contract at any time, with or without cause, upon 60 days written notice to Brainerd & Crow Wing Public Transit

Bus Liability Insurance Rates

	<u>Yr 1</u>	<u>Yr 2</u>	<u>Yr 3</u>
Total bus liability and physical damage premium in bid	\$ 80,000	\$ 92,000	\$ 105,800
Units	11	11	11
Annual Per Unit premium in Bid (year 1 is +13% from expiring insurance premium)	\$ 7,273	\$ 8,364	\$ 9,618
Annual Per Unit Amount Before cost sharing	\$ 8,000	\$ 9,200	\$ 10,580

Blue Sky Transit is fully responsible up to the annual premium/unit before cost sharing (\$8,000 in year 1).

Amounts under the Annual per unit premium in Bid will be refunded to City of Brainerd (\$7,273 in year 1).

Amounts over Annual per unit amount before cost sharing will be shared equally between the two parties.

	<u>Example 1</u>	<u>Example 2</u>	<u>Example 3</u>	<u>Example 4</u>
Per unit actual premium year 1	\$ 6,750	\$ 7,273	\$ 8,000	\$ 9,000
Per unit premium in bid	\$ 7,273	\$ 7,273		
Annual amount per unit before cost sharing			<u>\$ 8,000</u>	<u>\$ 8,000</u>
Savings/(Extra cost)	\$ 523	\$ -	\$ -	\$(1,000)
City Portion of Savings/(Extra cost)	<u>100%</u>	<u>0%</u>	<u>0%</u>	<u>50%</u>
City Portion/vehicle/year of Savings (Extra Cost)	\$ 523	\$ -	\$ -	\$ (500)

FINANCIAL PLAN WORKBOOK: Our firm agrees to attach to this proposal a completed Financial Plan Workbook, outlining the costs associated with our unit price proposed. All line items may not be completed; however, any line item entered will have a narrative explaining the costs.

PROPOSAL GUARANTY: The City of Brainerd will not require a performance bond or proposal guaranty as part of this contract.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION: The Mn/DOT Office of EEO/Contract Management has assigned a Race/Gender Neutral DBE goal to this project. Offerors are directed to read the Disadvantage Business Enterprise (DBE) Special Provision race/gender neutral goal.

NON-COLLUSION AFFIDAVIT: A Non-Collusion Affidavit is found in these Specifications, which must be signed by each proposer.

RECEIPT OF ADDENDA:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Signed _____

EXECUTION OF PROPOSAL:

This proposal dated the ____ day of _____, _____

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

Doing business under the name and style of _____

Signed: _____, for _____ a partnership

Name _____ Business Address _____

Name _____ Business Address _____

Name _____ Business Address _____

Signed ----- for _____ a corporation.

Incorporated under the laws of the State of _____

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

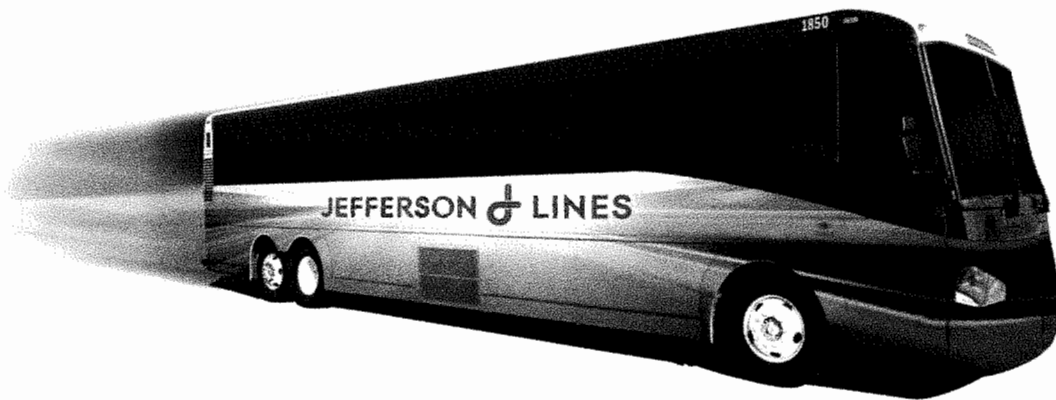
Name of Treasurer _____ Business Address _____

		7/1/26-6/30/27	7/1/25-6/30/26	7/1/24-6/30/25
		Yr 3	Yr 2	Yr 1
Administrative, Management and Supervisory services	1010	80,000	77,500	75,000
Driver wages	1020	494,655	474,351	454,046
Vehicle Maintenance wages	1030			
Vehicle repair wages	1032			
General Office Support wages	1040	44,000	42,000	40,000
Dispatch wages	1050	86,136	82,672	79,208
Fringe Benefits	1060	137,535	131,323	125,112
Subtotal Personnel Charges	1000	842,326	807,846	773,366
Management Fees	1110			
D&A Testing and Administration	1120			
Advertising, Marketing	1130			
Professional Fees	1140			
Staff Development	1150	2,500	2,500	2,500
Office Supplies	1160	2,500	2,500	2,500
Leases and Rentals - Admin	1170			
Utilities	1180	11,000	10,500	10,000
Other Direct Admin (Uniforms, DOT, etc)	1190	76,500	74,000	72,500
Subtotal Administrative Charges	1100	92,500	89,500	87,500
Operations Charges				
R&M buildings	1340	2,000	2,000	2,000
Leases and Rentals	1350	82,500	80,000	77,500
Other operations	1360	5,000	5,000	5,000
Subtotal Operations		89,500	87,000	84,500
Insurance	1410	105,800	92,000	80,000
Total Operating Expenses		1,130,126	1,076,346	1,025,366
		5.0%	5.0%	

JEFFERSON LINES

Safety and General Rules Manual

**For employees who operate any vehicle
on behalf of the company**



January 1, 2017

Manual Custodian: The Director of Safety and Compliance is the custodian of the Safety and General Rules Manual.

Review and Revision: This manual will be reviewed and edited as the need arises. Reviews are coordinated by the Director of Safety and Compliance, with input from other management and union representatives, who will solicit input from all manual users. Manual users should submit proposed changes or additions to the manual as the need arises to:

- Clarify existing requirements
- Address new concerns
- Ensure compliance with the changes to regulatory or code requirements
- Reflect actual or best practices

The policies and procedures herein may be changed or added to at any time in order to meet these needs.

Whistleblower Protections:

If an employee becomes aware of an actual or potential violation of DOT regulations, Company policy, or other relevant regulations, laws, or policies, the employee is required to address the matter by contacting his or her supervisor, the Director of Safety and Compliance, Human Resources Representative, or other member of management.

Retaliatory action against anyone who, in good faith, reports an actual or potential violation is strictly prohibited and will result in disciplinary action, up to and including termination.

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Section A

Overview

The management of Jefferson Lines recognizes its responsibility to the public and its employees to maintain safe operating practices. In an effort to meet this responsibility, these policies and procedures have been prepared, and Jefferson Lines has implemented a comprehensive Safety Program. This safety program has been developed to ensure safety remains a top priority and to ensure compliance with federal, state and local regulations.

It is the policy of this Company to strive for the highest safety standards and to make every effort to prevent motor vehicle accidents. Safety does not occur by chance. It is the result of careful attention to all Company operations by those who are directly and indirectly involved. It is the responsibility of all personnel-drivers, supervisors, managers, executive management, and all others- to comply with this policy because everyone plays a vital role in building and carrying out this safety program.

The Company recognizes that drivers are asked to perform a myriad of tasks while operating the motorcoach, such as dealing with passenger's needs, maintaining a logbook & Driver Vehicle Inspection Report(s), run counts, and most importantly, operating the motorcoach in a safe manner. The Company will strive to adapt new technologies to our business that will serve to ease the workload of the driver while continuing to improve operational efficiency and safety.

JEFFERSON LINES SAFETY MISSION STATEMENT

Jefferson Lines is committed to the continuous health and safety of all employees, customers and the general public. Through education, awareness and total involvement of all employees, Jefferson Lines will provide the safest possible working conditions and environment.

Section A

Overview

PROGRAM SCOPE

The transportation of passengers in interstate commerce is commonly referred to as a “Pervasively Regulated Industry”. Jefferson Lines operates a fleet of motorcoaches in interstate service and must comply with many Federal, State, and local laws, rules, and regulations including legal interpretations.

- This Safety and General Rules Manual applies to all employees of the Company who operate motor vehicles for the Company at any time for any reason.
- Separate policies and procedures may apply to those employees who operate motorcoaches on public roadways (CDL Drivers), and to those employees who operate motor vehicles only on Company property, and those employees who operate non-commercial vehicles (passenger cars) for the Company (Non-CDL Drivers).
- Those Company employees who operate non-commercial vehicles in the course of their employment are required to comply with the applicable federal, state, and local laws & regulations that govern operation of those vehicles. Everyone shares in the responsibility to make the Fleet Safety Program a success.
- Should a conflict arise between this policy and any State/Provincial or Federal rule, law or regulation, including legal interpretation, the more rigorous rule, law, regulation, or interpretation will prevail.
- Violation of any of the terms or conditions set forth in this policy may result in being removed from service or disciplinary action up to and including termination.
- As used in this Safety and General Rules Manual the following definitions shall apply:

CDL Driver means any employee of the Company who operates a commercial motor vehicle on any public roadway for any reason and is required to maintain a Commercial Driver’s License and/or a Medical Examiner’s Certificate to be qualified for employment.

Non-CDL Driver means any employee not included in the definition of CDL Driver who operates a commercial motor vehicle for the Company not on public roadway, or any non-commercial motor vehicle on any public roadway for the Company.

The term driver may apply to CDL Drivers and/or Non-CDL Drivers

Accident means any event in which contact is made between a Company owned or operated vehicle and any other person or object.

Incident means any event not included in the definition of Accident that disrupts the normal flow of business and precipitates a crisis (slip-and-fall, disorderly passenger, etc.).

Section B

Driver Responsibilities

Jefferson Lines recognizes that “total involvement of all employees” is essential to successfully create and maintain a healthy and safe work environment. Jefferson Lines CDL Drivers and Non-CDL Drivers have several responsibilities that will be discussed in detail throughout this manual and by such additional rules, orders, instructions, bulletins, and directives as may be issued by Management. Special conditions may require bulletins and directives to be issued from time to time and it is the employee’s responsibility to be familiar with them. Employees also must be familiar with and comply with all federal, state/provincial/territorial and local laws and regulations governing the type of vehicle being operated in the state/province/territory in which he/she is operating while employed. Whenever a situation arises that is not specifically covered by laws, regulations, rules, directives or bulletins, good judgment must be exercised in deciding on the safest and wisest course to follow.

COMPLIANCE

All employees operating commercial motor vehicles on behalf of the Company must:

- Comply with all federal, state/provincial and local traffic laws, rules and regulations regarding the operation of the type of motor vehicle being operated
- Conform to all Company rules, regulations, and this Safety & General Rules Manual
- Drivers have a legal duty to wear the seat belt and all drivers must wear their seat belt at all times while operating a Company vehicle. The FMCSRs, state/provincial laws and Company policy require every driver to wear a seat belt. Enforcement will not only be performed by federal, state/provincial, and local enforcement officials, but also by Jefferson Lines management/supervisory personnel. Any fines levied against the employee as a result of non-compliance with seat belt requirements will be the employee’s responsibility and will not be reimbursed by the Company.
- Before operating a motorcoach on a public roadway, the Driver must ensure he/she has the following documentation in possession:
 1. **CDL** - Currently Valid with Passenger Endorsement
 - a. Must comply with any restrictions placed on the CDL (i.e. hearing aid, corrective lenses, etc.)
 2. **Medical Examiner’s Certificate** - Currently Valid
 - a. Must comply with any additional qualifying requirements (i.e. hearing aid, corrective lenses, etc.)
 3. **DVIR** – (Driver Vehicle Inspection Report) Both Pre & Post Trip
 - a. Review last DVIR (Driver Vehicle Inspection Report). Company policy requires drivers to make a vehicle inspection report in writing before beginning to drive and again upon completion of driving the vehicle each day (the same document may be used for both the Pre-Trip and Post-Trip inspections). The Company must repair any items in the report that affect safety and certify on the report that repairs were made or were unnecessary.
 - b. Before operating the vehicle, the driver must review the previous DVIR completed for the vehicle to be operated, and ensure that proper

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Driver Responsibilities

maintenance has been completed and documented before operating the vehicle. The driver must sign the report being reviewed only if defects were noted and:

- i. are certified by the repairer as repaired, or
 - ii. are certified by the repairer as not requiring repair.
- c. When applicable, utilize electronic DVIRs
- 4. **Logbook - Driver's Record Of Duty Status**
 - a. Understand and observe the hours-of-service requirements of the appropriate jurisdiction; 49 CFR 395 (US) and/or the National Safety Code, Standard 9 (Canada) as required. Prepare required records relating to hours of service, and ensure that such records are up-to-date, accurate, and compliant with the appropriate federal jurisdiction throughout each trip.
 - b. Must be current to the last change of duty status
 - c. Must possess previous 7-days logs in addition to today's (8 days total)
Best Practice - have previous month logbook in possession
 - d. When applicable, utilize electronic on-board recorders (EOBRs)

Ignorance of Federal law or of any rule, policy or regulation of the Company will not be accepted as an excuse for violation. In instances where Company rules and regulations are more rigorous than legal requirements, the more rigorous rules will prevail.

DRIVER'S LICENSE

- Any employee who operates a motor vehicle on behalf of the Company must possess a valid Driver's License issued from the employee's state of residence.
- Drivers must be issued and maintain in possession on their person at all times while operating a vehicle on a public roadway, a valid driver's license of the appropriate class with the appropriate endorsements, issued from the driver's state of residence.
- Drivers must keep current all necessary licenses, certifications and physical qualification credentials.

NOTIFICATIONS

Moving Traffic Violations-Drivers:

- If a Driver receives a ticket or citation for any moving traffic violation in/on any motor vehicle (commercial or non-commercial motor vehicle), that event must be reported to the Safety Department within 72 hours of its occurrence. Record of this violation will not be placed in the Driver's file unless the ticket or citation results in a conviction.

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- If a ticket or citation does not result in a conviction, and the Driver provides proof of this fact to the Safety Department, all references to the violation, penalties and results will be removed from the employee's Moving Violations File.
- Within 72 hours of conviction of any violation, the Driver must report the conviction to the Safety Department in writing, by using the Notification of Traffic Violation form (FMCSR 383.31, 383.33).
(See "Forms" Section K)

NOTE: Attending any defensive driving school to remove the violation from the Driver's record (as allowed by some states) will not remove the violation or penalties for the purpose of this policy.

- Annually, each Driver must prepare and submit to the Safety Department, a Certificate of Violations form listing all violations of motor vehicle traffic laws and ordinances of which the Driver has been convicted or for which the Driver has forfeited bond or collateral during the preceding 12 months. This certification must be filed at least every 12 months from the date of hire and applies to both Company owned and non-Company owned/operated motor vehicles.
(See "Forms" Section K)
- Give proper notification to the Company - as set forth in this manual - of all accidents, mechanical breakdowns or problems, and traffic violations.
- When a Driver receives notice that his/her license to operate a motor vehicle has been revoked, suspended or otherwise withdrawn, he/she must notify the Director of Safety and Compliance immediately following receipt of such notice. The Driver shall be immediately removed from service until his/her privilege to drive has been reinstated.
- A Driver charged with a felony, while he is either on or off duty shall report such charge promptly to his/her Supervisor.

Upon receipt of any such notification (above), the Director of Safety and Compliance will ensure that the employee is not permitted to operate a vehicle on behalf of the Company during any period in which the Driver's license has been canceled, revoked or suspended or the Driver has otherwise been disqualified from operating a motor vehicle.

ANNUAL DRIVING RECORD REVIEW

- The Driver's Motor Vehicle Record and Certification of Violations may be reviewed at any time at the Company's discretion but no less than annually. This review will include an evaluation of the driving record related to the operation of personal vehicles. Based upon the record review and accident history, remedial and/or disciplinary action will be carried out in accordance with the Disciplinary Policies section.

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Driver Responsibilities

CITATION CLARIFICATION

Drivers are solely responsible for any penalties and/or fines resulting from moving violations or citations.

- Disciplinary actions carried out as a result of accidents for which a citation was issued, are final and complete once carried out, and the subsequent dismissal or overturning of such a violation by a court will not invalidate such discipline. The dismissal or overturning of such a citation, however, will be taken into account in the event of future accidents.

Failure to report moving violations as required by this Section may result in disciplinary action up to and including termination.

PHYSICAL GUIDELINES

All Drivers are required under Title 49 Code of Federal Regulations, Part 391 (49 CFR 391) to possess and have on their person a valid Medical Examiners Certificate at all times while operating a commercial motor vehicle on behalf of the Company. It is the sole responsibility of the Driver to ensure his/her Medical Examiner's Certificate remains valid to stay qualified to operate a commercial motor vehicle. The Company will make a good faith effort to ensure such examinations are made without loss of time to the Employee. In addition to pre-employment and recertification, a Driver may be requested to take a physical examination upon returning to work from an illness or injury or upon an instance where the safety of the driver or the general public may be in question. The requirement for the Return-to-Work Physical Examination will be left to the sole discretion of the Director of Safety & Compliance and when required by the Company, will be conducted by a physician or physicians designated and selected by the Company at no expense to the employee.

See "Federal Physical Guidelines" Appendix 1

DRIVING

It is the responsibility of the professional Driver to drive in such a manner as to identify accident-producing situations soon enough to take reasonable and prudent action to avoid a collision. All Drivers are expected to practice the Smith System of Defensive Driving at all times.

Jefferson Lines strives to provide superior customer services by ensuring on-time departures and arrivals, and attending to customer's needs. It is important to remember;

The first tenet of customer service is customer safety. The best service we can perform for our customers is to deliver them to their destinations unharmed.

Safety First: Take no chances!

Section B

Driver Responsibilities

In any operation of a motorcoach, regardless of all other requirements, proceed safely. The safety of passengers, employees, and travelers on the highways must be given precedence over every other consideration. The constant exercise of good judgment, avoidance of risks, and strict compliance with rules, regulations, and orders will in most cases prevent accidents. The principles of defensive driving are to be used by all employees when operating motor vehicles on behalf of the Company. A defensive driver recognizes that he has no control over the unpredictable actions of other drivers or pedestrians, or over conditions of weather and roads, and therefore develops a defense against these hazards.

- Drive defensively at all times, and take into consideration the illegal acts and driving errors of other drivers.
- Safe, courteous and professional driving is expected at all times. The vehicle is a billboard for the Company.

Lights-On Policy

- In compliance with Jefferson's "Lights-On" policy, the headlights of the motorcoach shall be turned on whenever the motorcoach is moving.

Emergency situations

Schedules are set using legal speed limits and for normal weather, traffic and road conditions. Rain, snow, ice, fog and unusual traffic conditions are considered abnormal and require that you reduce your speed to a safe, prudent level and increase your following distance proportionately. If road and/or weather conditions become so severe as to make continuation of the schedule unsafe, the Driver shall immediately find a safe location off the roadway in which to properly park the motorcoach, and remain stopped until the schedule can be continued safely. It is expected that Drivers will operate late under abnormal conditions. When departure and/or enroute delays develop, such delay time need not be made up on regular schedule operations. WHEN LATE, STAY LATE.

Adverse Driving Conditions

Extreme caution in the operation of the motorcoach shall be required during hazardous conditions, such as those caused when snow, ice, sleet, high wind, fog, mist, rain, dust or smoke adversely affect visibility, traction or vehicle control. Speed shall be reduced and following distance increased. When such conditions become sufficiently dangerous, the Driver shall properly park the motorcoach. Driving will not be resumed until the motorcoach can be operated safely. Whenever compliance with the proper parking provisions of this rule increases the hazard to passengers or the vehicle, the motorcoach shall be operated to the nearest point at which the safety of passengers and the vehicle is assured.

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Driver Responsibilities

Mechanical difficulties or failure where a motorcoach carrying passengers is unable to proceed safely, the following apply:

1. Look to the passenger's safety and comfort during the delay.
2. Make every effort to determine the cause of the trouble and correct it if possible. If you cannot locate the trouble, lack the knowledge and/or tool to remedy it, or it is too difficult for roadside repair, call the Company for instructions. If you must leave the motorcoach to place the call, inform the passengers where you are going and disable the electrical system to prevent tampering.
3. Do not authorize towing or repairs unless instructed to do so by the Company.
4. Under no circumstances attempt to operate the motorcoach if there is any question as to the condition of the engine. Failures of bearings, gears, rods, rings, valves, sleeves, etc., can give you a warning to shut the engine off before major damage to the engine occurs.

FATIGUE

- 51% or about 100 million people – say they have driven a vehicle while feeling drowsy in the past year.
- 17% or 32 million people—have actually fallen asleep at the wheel, according to the National Sleep Foundation's (NSF) *2004 Sleep in America poll*.
- One percent—approximately two million drivers – admit they've had an accident because they dozed off or were too tired to drive.
- The National Highway Traffic Safety Administration conservatively estimates that 100,000 police-reported crashes are the direct result of driver fatigue each year. This results in an estimated 1,550 deaths, 71,000 injuries, and \$12.5 billion in monetary losses. These figures may be the tip of the iceberg, since currently it is difficult to attribute crashes to sleepiness.

FATIGUE - HOW TO DEAL WITH IT.

Fatigue is a condition of tiredness or weakness that is physical, mental, or both. It can happen for many reasons, but it is especially likely in situations of excessive physical or mental stress. It is usually a normal response to overexertion. On the other hand, a medical problem called chronic fatigue syndrome is repeated episodes of long-term fatigue syndrome, usually without any obvious cause.

- Fatigue can be caused by: an illness, overexertion, poor physical condition, lack of exercise, inadequate sleep, overweight, poor diet, stress, emotional or psychological problems, alcohol use, or some medicines.

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Driver Responsibilities

- Symptoms of fatigue include: weakness, tiredness, indifference, lack of energy and alertness.
- Medical examination and blood tests may be required to rule out illness or disease that can cause fatigue, such as diabetes, hypothyroidism, heart disease, and anemia.
- Treatment for fatigue depends on the cause determined. If fatigue is a symptom of another condition, illness, or disease treatment will focus on that issue. Emotional or psychological, your health care provider may refer you to a therapist for counseling.
- To prevent fatigue, take care of yourself. Get enough rest/sleep, eat healthy, if overweight begin a weight loss program with your health care provider. Walk or exercise as instructed, use deep breathing relaxation techniques and/or meditation to relieve stress.
- Relax and find time to do the things you enjoy. Meet new people, develop new interests, etc.

A driver shall not engage in any other business or activity that will interfere with the performance of his duties or that will not allow proper rest prior to reporting for duty.

See “*Driver Safety & Alertness*” Appendix 2.

Maintain Levels Of Alertness And Concentration

- a. Alertness Impairment: It is important to recognize that Driver Fatigue, like driving drunk, is a form of *Driver Impairment!* It is against company policy and federal regulations to drive a company vehicle while Alertness Impaired.
- b. Fatigue (being tired) and lack of alertness are bigger problems at night. The body’s need for sleep is beyond a person’s control. Most people are less alert at two particular periods; in the early morning hours between 2:00-4:00 am and, to a somewhat lesser degree, again in the afternoon hours between 2:00-4:00 pm. This is particularly true if you have been driving for a long time. Alertness Impaired drivers do not see/recognize hazards as soon, or react as quickly, so the chance of a crash is increased.
- c. Extra Board drivers have the additional challenge of making sure they are rested to go out at any time needed. As stated in the S&GRM, “A driver shall not engage in any other business or activity that will interfere with the performance of his duties or that will not allow proper rest prior to reporting for duty.” If you are too sleepy to safely operate your motorcoach, DON’T! The only safe cure is to get off the road and get some sleep.
- d. Drivers must take steps to maintain their personal health to prevent illnesses.

Section B

Driver Responsibilities

DISTRACTED DRIVER POLICY

Driver Distraction

Driving is the most hazardous activity in which most of us will ever engage. It is the leading cause of job related fatalities and it requires 100% attention to the activity at hand. Driving involves constant and complex coordination between your mind and body, and distractions, even minor ones, can lead to personal injuries and significant losses for the general public, employees and Jefferson Lines.

- **Cell Phone Use Prohibited When Driving**
 - a. Cell phone use by the driver is not allowed at anytime the vehicle is not safely parked. This includes voice communications, texting, and accessing information on any hand-held or hands-free cellular phone devices. If the driver receives an incoming call while driving the vehicle, he/she should allow the message to go to “voice-mail” and retrieve the message after the vehicle is safely parked at the next stop.
 - b. There will undoubtedly be occasions when company personnel will attempt to contact the driver while he/she is driving (dispatchers, driver supervisors, etc.). Drivers should not attempt to respond to these or any other calls until the next stop is reached and the vehicle is safely parked.
- **Penalties for violation of the Cell Phone Prohibition**
 - a. Drivers found to have violated the cell phone prohibition will be suspended from service without pay for two days for the first infraction within a rolling 12-month period.
 - b. A second violation of the cell phone prohibition within a rolling 12-month period will be terminated from employment.
- **Other Distractions**
 - a. Drivers must not consult GPS or similar devices while the vehicle is in motion.
 - b. Simple tasks such as talking to a passenger, adjusting the radio, consulting trip reports, run guides, or other documentation must be done while the motorcoach is not in motion.
 - c. Adjusting the environmental controls before starting the route or looking at documentation, eating food or drink of any kind can be extremely hazardous while driving. Activities like these and many others must be done while the vehicle is stationary.
 - d. The use of a portable radio by the driver while the motorcoach is in motion is prohibited.

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Driver Responsibilities

- **Be prepared; Plan your day** - including your stops. Your preparation will minimize the temptation of distractions.
See Appendix #2 for more on Driver Distraction

INSUBORDINATION

Insubordination or the refusal to obey a direct written or verbal order from a Supervisor is cause for immediate discipline up to and including termination.

Section C

Contact with General Public & Law Enforcement Authorities

Safe, courteous, and professional conduct with all passengers, fellow employees, regulatory and enforcement authorities is expected. If/when issues arise, the driver is to ensure that they are dealt with in a courteous and professional manner.

Words or acts that may be interpreted to disparage the Company, or words or acts which result in damage to the Company's reputation, property or services, are cause for disciplinary action. Any complaints, criticism or suggestions should be made to Company managers or supervisors and not aired in public. Constructive criticism is always welcomed and encouraged by Management.

BOARDING AND ALIGHTING OF PASSENGERS

The driver is to bring his motorcoach to a complete stop before allowing passengers to board or alight. The driver is to station himself at the motorcoach entrance door and assist passengers in boarding or alighting, and shall caution them with the words, "Please watch your step". Always caution passengers to watch their step to avoid any accidents or falling.

The following exceptions to this rule are allowed:

1. In isolated instances where it is unsafe to leave the driver's seat.
2. On certain runs or in areas which have been exempted by bulletin from the application of this rule.

Whenever available, the driver shall kneel the bus when boarding or disembarking passengers. If a kneeler is not available, a step stool should be used to avoid a "tall step" and ensure the comfort and safety of passengers boarding and disembarking. The driver should pre-board all customers needing special assistance first and then begin boarding all other customers.

Drivers are to make certain that all passengers have valid ticket(s) or passes, and are boarding the correct motorcoach. In addition, the driver should check overhead luggage racks to ensure that all carry-on luggage is properly secured. A driver must record and submit accurate records and reports of the number of passengers handled on his run in accordance with current accounting instructions.

The driver is not to place the motorcoach in motion until all passengers are properly loaded (seated) and the entrance door is closed and latched.

SEATING PASSENGERS

A driver will permit passengers to select seats in the order of their entry into the motorcoach, except on trips where seat reservations are offered by the Company. No passenger is to be allowed to occupy more than one seat to the exclusion of other passengers. The driver is not allowed to reserve or assign seats, with the exception of the

Section C

Contact with General Public & Law Enforcement Authorities

front two seats, which may be designated by the driver according to applicable Company policy.

Standees

Standing passengers are a serious safety concern and Company policy is standees should be avoided at all times unless an emergency situation is encountered. It is solely with the safety of our customers and employees in mind that this policy is implemented. NHTSA crash testing has demonstrated that, at 35 MPH, an unrestrained standing passenger can become a 180-pound missile inside the bus, causing tremendous damage to himself and to those around him. At highway speeds, it is calculated the damage incurred will escalate exponentially.

In emergency cases, Operations is to be notified and will make the final decision to offer standee transportation or require customers to wait for the next available bus.

Child Safety Seats

There are many different child safety seats available to consumers, many of which utilize different types/forms of securement. It is Jefferson Lines' responsibility to ensure that, when used, child safety seats are secured to the bus seat with strapping or webbing; however, we will not be required to identify "approved" child safety seats or securement devices. Further, we will not attempt to determine if the seat is installed according to the child seat manufacturer's instructions. We will leave these responsibilities to those passengers utilizing the child safety seats. Those passengers are also responsible for providing the securement strapping or webbing. (Note: duct tape, bungee cords, wire, etc. are not considered "approved" strapping or webbing and will not be allowed.)

When not in use, child safety seats can be placed in the baggage compartments, but infants who would normally use a safety seat during travel are only permitted to ride in the laps of their parents or guardians.

HANDLING OF DISORDERLY PASSENGERS

As a precaution against trouble developing later, a driver shall refuse transportation to persons who appear to be intoxicated, or who are conducting themselves in a manner, which may be deemed to be objectionable, offensive, to cause discomfort to other passengers, or to interfere with safety of operations.

Should a passenger become intoxicated or offensive enroute, he/she will be discharged at a safe location or the driver shall arrange to have police meet the motorcoach and have the passenger removed. Do not discharge a disruptive passenger alongside the interstate or in a location that is not safe, offering shelter and telephone. If a passenger is ejected, his ticket may be returned to him with a notation on the back stating the distance traveled. When a passenger is ejected from the motorcoach, notification must be given to Operations as to the time and city (location) of ejection and other specific information as may be required.

Section C

Contact with General Public & Law Enforcement Authorities

At no time will an employee place hands on another person unless the employee is required to protect themselves, passengers, or company property. When a difficult, angry, upset, or rude customer is encountered, do not take the behavior personally. Avoid confrontation whenever possible and focus on the problem, not the customer.

The driver shall not permit anyone to stand on the seats or seat arms or allow passengers to damage or abuse seats or the interior of the motorcoach in any way. Damaged seats must be noted on pre/post trip reports.

Ejection for other than good or sufficient reason can result in claims against the Company. The driver must be courteous and use reasonable judgment at all times. In no instance shall a passenger be ejected in an unsafe location. In addition, Jefferson employees will be sensitive to passengers with disabilities and comply with ADA requirements. When an ejection is made, the driver shall request the remaining passengers complete a Loading List, which is to be submitted with the Incident Report at destination. This report must be turned in to protect the driver and the Company.

PASSENGERS PROHIBITIONS

Dangerous Weapons or Firearms:

No driver shall knowingly allow transportation of a dangerous weapon or firearms aboard the motorcoach, either inside or in baggage compartments, except those carried by identified authorized personnel. Firearms carried by military personnel must be unloaded and either stored in a case, or disassembled with magazines removed.

Smoking:

Federal law prohibits smoking on all motorcoaches owned or operated by the Company. It is the driver's duty to inform his passengers of this restriction. If the party refuses to comply, he/she is to be considered a disorderly passenger and shall be treated accordingly.

Live Animals:

Live birds or animals, with the exception of service animals as outlined by ADA rules, are not permitted on motorcoaches.

See Appendix #12 for Special Needs Passengers and definition of Service Animals.

Alcoholic Beverages:

Alcohol use is strictly prohibited on any vehicle operated in Scheduled Service by the Company. No passenger will be allowed to board with, possess while onboard, or to consume, an alcoholic beverage while onboard a motorcoach owned or operated by the Company in scheduled service.

Section C

Contact with General Public & Law Enforcement Authorities

Food & Refreshments:

Many passengers will bring some refreshment on the motorcoach with them. The driver should ask their cooperation in keeping the motorcoach clean by using the trash bags provided. Under no circumstances shall food or coolers be put on the seat cushions. Glass containers are not allowed on the bus.

Cleaning Deposit:

Some charter groups will have paid a cleaning deposit. This is not a license for them to abuse the equipment, but a means of insuring that extra cleaning, if required, is paid for. When the driver thinks it necessary, indicate on the back of the charter order the condition a motorcoach is left in by a group. When transporting picnic supplies for groups these items are to be placed in the luggage compartments.

Section D

Hours of Service Requirements

All drivers of commercial motor vehicles are required to be knowledgeable of and comply with the Federal Motor Carrier Safety Regulations relating to hours of service (49 CFR Part 395). Electronic logging is currently allowed and may become a federal requirement in the future. The Company may determine to implement electronic logging prior to it being required.

The following illustrates the importance placed on hours-of-service compliance:

A motor carrier was fined \$14,475 as a result of violations of requiring or permitting a driver to operate a vehicle more than the allotted hours, eight violations of requiring or permitting a driver to operate a vehicle after having been on duty for more than 70 hours in eight consecutive days, and 21 violations of false reports of records of duty status.

It is the responsibility of every driver to maintain **accurate** records of their hours of service daily, beginning with the first day of work. All drivers of CMVs are required to accurately enter the following information:

- Start of on-duty time (punch in time)
- Pre-trip & post-trip time (on duty not driving)
- Total time spent in each of the four duty status categories for the 24 hour period
- Mileage driven for the day
- Vehicle unit #
- Shipping document numbers
- Any stop where the driver makes a change of duty status (leaves the driver's seat)
- Driver must sign the completed log at the end of the working day

HOURS OF SERVICE TERMS

Driving Time

All time spent at the driving controls of a commercial vehicle.

On-Duty Time

All time from the moment the driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. This includes, but is not limited to time spent:

- Driving
- Fueling, loading/unloading passengers, packages, or baggage
- Conducting vehicle inspections
- Rendering or obtaining assistance for a disabled vehicle
- Any/all time spent in or upon a commercial motor vehicle except time spent resting in a parked CMV which may be logged as Off Duty time.
- Providing drug or alcohol testing sample
- Performing any other functions, including paperwork, that are part of the driver's duties with the Company
- Performing any other work in the capacity, employ, or service of a motor carrier
- Performing any compensated work for a person who is not a motor carrier (part time job)

Section D

Hours of Service Requirements

Off-Duty Time

The driver has been relieved from work and all work responsibility to Jefferson Lines or any other entity. To qualify as Off Duty Time, the driver must be permitted to leave the premises on which the vehicle is parked and must be allowed to pursue activities of his/her own choosing. If drivers have an overnight stay away from their home, they will be deemed off-duty once all work-related activities have been completed for the work shift.

*Note: It is possible to use a company motorcoach for "Personal Transportation" and log such driving time as **Off Duty Time**. This might occur when a driver uses the vehicle for personal transportation when in an Off Duty status, like traveling from the depot to the hotel and return, or traveling to a restaurant for dinner when Off Duty, when other transportation service is not provided. While being for Personal Transportation, the vehicle may not be used for company business of any kind.*

MAXIMUM LIMITS

The following are the maximum hourly Driving limits for the motorcoach industry (they differ slightly from other segments of the transportation industry).

A driver MAY NOT DRIVE:

- After Driving 10 hours, without at least 8 consecutive hours Off Duty.
- After having been On Duty for more than 15 hours, without at least 8 consecutive hours Off Duty.

(Special Note: This is not to say a driver may not continue to work – he/she may not Drive without at least 8 consecutive hours Off Duty)

- After having been On Duty 70 hours in 8 consecutive days.

(Special Note: The 34 hour restart for the 70 hour/8 day rule **does not apply** to carriers of passengers)

Note: The Federal Motor Carrier Safety Administration will consider any violation of these Hours Of Service Rules of 3 or more hours to be an Egregious Violation.

Egregious Violations carry individual civil penalties of \$2,750 for the involved driver and \$11,000 for the employing motor carrier.

MAKE CERTAIN THAT YOU KNOW, UNDERSTAND, AND COMPLY WITH THE HOURS OF SERVICE REQUIREMENTS.

RECORD RETENTION

Drivers must keep their records of duty status current to the last change of duty status. Drivers must also retain a copy of their detailed DOT log for eight consecutive days (today plus the previous seven consecutive days) and have them available for inspection by the DOT or law enforcement personnel at all times when On Duty. The Company must maintain all drivers' time records for a period of six months.

Section D

Hours of Service Requirements

TIMELY SUBMISSION OF LOGS TO THE COMPANY

Driver's logs should be submitted to the Company along with the Daily Trip Envelope.

HOURS OF SERVICE VIOLATIONS

The DOT requires drivers to be in constant compliance with all hours of service regulations. Drivers will receive violations and subsequent disciplines for each of the following non-compliance issues:

- Violation of the 10 hour rule 395.5a1
- Violation of the 15 hour rule 395.5a2
- Violation of the 70 hour on-duty rule 395.5b2
- Log not current to the driver's last change of duty status 395.8f1
- Failure to record each change of duty status as required 395.8f1
- Falsify Driver's Record of Duty Status 390.35b
- Failure to submit logs to Company on a timely basis 395.8i
- Failure to maintain possession of previous 7-days logs 395.8k2

See "Logbook Regulations" Appendix 4

Also reference Section I for disciplinary policies regarding driver's logs

Section E

Vehicle Inspections

DRIVERS VEHICLE INSPECTION POLICY

Jefferson Lines is committed to following a strong daily inspection program. Department of Transportation (DOT) regulations require drivers to inspect every commercial motor vehicle operated and complete a DVIR (Driver's Vehicle Inspection Report) on each vehicle operated. Daily inspection procedures will help avoid breakdowns, delays, DOT penalties, and will provide a sound basis for an inspection and maintenance program. Electronic DVIRs are currently allowed by regulation and may become a federal requirement in the future, making the driver's job easier.

Drivers must:

- Perform Pre-Trip inspection of all equipment operated and complete a DVIR (Driver's Vehicle Inspection Report)
- Perform Post-Trip inspections of the equipment and complete a DVIR
- Ensure that proper maintenance has been completed and documented before operating any motor vehicle.
- Maintain a safe, careful and efficient vehicle operation- avoid damage or abuse.

Each motorcoach has a DVIR (Driver Vehicle Inspection Report) book which must be left in the motorcoach at all times.

Driver Pre-Trip/Post-Trip Inspections

Each driver must be satisfied the vehicle is in proper working condition and complete & sign a report prior to operating a vehicle. This report includes the following equipment:

- Service brakes – At least 80 PSI must be indicated on the motorcoach dashboard air gage before a motorcoach may be moved or continued to be driven.
- The low-pressure alarm; must be a visual alarm (an audible alarm may also function but is not required) and must activate at $\frac{1}{2}$ the air compressor governor cutout pressure (typically no less than 55 PSI)
- Parking (hand) brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn
- Windshield wipers
- Rear vision mirrors
- Wheels and rims
- Emergency equipment
- Fluid levels including oil and coolant
- The driver must also note any other defects that would affect the safe operation of the vehicle or result in its mechanical breakdown.

See Appendix #5 for Inspection Procedures

The report must also indicate if no defects are found. The driver must sign the report before driving.

Section E

Vehicle Inspections

When performing your pre-trip inspection, be sure you are also prepared for an enroute inspection by state officers.

Mileage Record: Each driver is to record his name, date (month, day, year), any fuel or oil added, and destination miles operated that day.

Maintenance Record: Record any defects noted when you pick the motorcoach up. Record any defects or unusual conditions you notice while it is assigned to you. This is the pre trip/post trip vehicle inspection report, required by Federal Regulation 396.11. If any damage occurs to the motorcoach while assigned to you, write it down and inform the Company as well. If any damage is found and not noted, the last driver to drive the vehicle (through investigation) may be disciplined for failure to report an accident.

Be sure to record the use of any safety equipment such as fuses, first aid supplies, fire extinguisher, spare bulbs, spare belts, etc.

DVIRs become federal documents and the information provided on these documents should represent professional notification of vehicle condition.

Any unnecessary/unprofessional comments made are unacceptable and will be subject to disciplinary measures.

Review last vehicle inspection report. Company policy requires drivers to make a vehicle inspection report in writing before beginning to drive and again upon completion of driving the vehicle each day (the same document may be used for both the Pre-Trip and Post-Trip inspections). The Company must repair any items in the report that affect safety and certify on the report that repairs were made or were unnecessary.

Each motorcoach has a permit book as well as permit decals affixed on the body. While the driver has charge of the motorcoach, it is his responsibility to protect these permits from being lost or damaged. These permits and decals are often your only immediate proof that you have the authority to operate in a given area. Don't risk delay, embarrassment, or perhaps fine due to carelessness or negligence. All permits and decals needed for a trip should be verified by the driver prior to departure of the trip.

The driver shall also review the last completed Driver's Vehicle Inspection Report (DVIR) to verify that any needed repairs were made to the vehicle. If an authorized signature (which is anyone who corrected the defect) certifies that defects were corrected or that correction was unnecessary, the driver shall sign the form (three signatures). If the defects noted were not acknowledged by an authorized signature, the driver shall not drive the vehicle until the defects are handled appropriately and a signature of the person correcting the noted defects appears on the report.

Note: If the previous DVIR indicates defects affecting the safe operation of the vehicle, the report MUST show three signatures before the vehicle is again driven: (396.13)

1. The signature of the previous driver indicating a safety defect exists
2. The signature of the person that repaired the safety defect or certified that no repair was necessary

Section E

Vehicle Inspections

3. The signature of today's driver indicating he/she agrees the safety defects have been repaired and the vehicle is now safe to drive

Periodic Inspections/ conditions checks

Frequent enroute tests also shall be made, including brake tests at crests of grades, prior to railroad crossing stops and while driving on a highway with a wet surface. Walk around visual inspections at stops along your route shall be made when reasonably possible.

No defects: When the driver reports no safety related problems, the driver will check the box marked "Satisfactory", pull the white copy and submit it with the rest of the paperwork in the driver pay envelope.

Defects: When a driver reports safety related problems, he/she will notify dispatch upon calling in run counts or upon identification of a problem. Dispatch will in turn relay the information to the Maintenance Manager to arrange repairs. The driver will pull the white copy and submit it with the rest of the paperwork in the driver pay envelope. The mechanic will sign the report indicating that the repairs have been made (or are not required to be made).

When safety related defects are indicated on a DVIR, the next driver must certify that these defects have been repaired before operating. See Driver Pre-Trip/Post-Trip Inspections above.

See "396 – Appendix G of the FMCSRs, Appendix #6 of this manual for a list of critical defects that will prevent the vehicle from being dispatched for service.

The Company will retain the vehicle inspection report and certification of repairs for a period of 90 days. Inspection reports older than 90 days may be discarded.

ROADSIDE DOT INSPECTIONS

Inspection at a Weigh Station or stopped enroute by Law Enforcement:

If paperwork is given to driver, the driver is required to immediately turn in the paperwork to his/her immediate supervisor or the Director of Safety and Compliance. Even an inspection form stating 'No Violations' is required to be turned in because some states require 'No Violation' reports to be signed and returned by a company representative, some states do not.

Vehicle-Related Violations

The original or a legible copy of ALL inspection reports completed by law enforcement officials must be immediately submitted to the Director of Safety and Compliance for disposition. If the violations are vehicle equipment-based, the Inspection Report with the violation/s listed requires a company representative to sign certifying the defects have been repaired. The signed/certified inspection report must be returned to the issuing state enforcement agency.

Section E

Vehicle Inspections

If there is an additional fine issued for vehicle equipment violations, the Director of Safety and Compliance will order a check from AP to send with the signed inspection form.

Driver-Based Violations

If the violations are driver-based (speed, CDL, Med Cert, logbook, etc.), the Inspection Report with the violation/s listed requires a company representative to sign certifying the driver has been counseled and that remedial action has been taken by the company to ensure the violation/s will not be repeated. The signed form must be returned by the company to the issuing state enforcement agency.

It is the drivers' responsibility to ensure that all regulations are complied with and drivers alone are responsible for driver-based violations. The company will not reimburse drivers for any fines levied as a result.

See "Roadside Inspections by Law Enforcement", Appendix 7

Section F

Driver Training

Jefferson Lines is committed to having all drivers participate in and successfully complete its Driver Training Program. Our goal is to make certain that all drivers start their careers with adequate and proper training, the right tools and equipment, appropriate driver support systems, and a thorough understanding of Company policies and procedures to perform all functions and duties of their job in a safe, legal, and professional manner. This Company's driver training program is divided into several levels:

- Initial training
- Refresher training
- Remedial training

1 - INITIAL TRAINING

- New JL employees will receive a copy of the General Rules and Safety Manual. Before operating a vehicle on behalf of the Company they must read, study, understand, and sign off on these policies and procedures.
- In addition to reading the General Rules and Safety Manual, new employees are required to watch the videos associated with the Smith System of defensive driving and other materials included in the driver orientation classroom sessions.
- Drivers are required to receive and complete both the classroom training and driving skills training with an experienced employee with authorization, or another qualified trainer.
- Drivers must complete all necessary driver training before operating a motor vehicle alone (solo).
- Drivers must participate in all Company activities and programs designed to improve driver safety throughout the year.

NEW EMPLOYEE – 1,000 MILE DRIVER-TRAINERS

The Job Shadowing & New Employee Cushioning programs are for the training and educational benefit of new employees. Selected drivers act as representatives of Jefferson Lines as a driver-trainer and coach for new employees. Selected driver-trainers will be required to adhere to all policies of the Safety and General Rules Manual in addition to meeting the following criteria:

- The driver-trainer must have no more than one incident, minor traffic offense, or non-moving violation with a total of no more than 4 points per the accident disciplinary chart contained in this manual.
- The driver-trainer must not have more than one Hours Of Service violation in the previous six-month period.
- The driver-trainer must be approved by their immediate supervisor, based on attitude and set criteria (documented customer service complaints, ejections, etc.)
- The driver-trainer must have a minimum of 6-months working employment with the Company.

Section F

Driver Training

Driver Training

A driver-trainer shall occupy a front seat on either the right or the left side of the motorcoach so he/she can assist the Student Driver immediately in the event of an emergency. This will also enable the instructor to observe the student's performance in order to fill out a proper evaluation.

Job Shadowing Program

The Job Shadowing Program is designed to show a new employee during New Employee Orientation and Training what the job entails. The new employee will take a ride day with a senior driver to observe how they perform their job including the operation of the coach, making all stops, dealing with the public and required paperwork. Driver focus on this trip should be on imparting to the new employee what the job entails not necessarily the route or location of all the stops (see New Route Cushioning).

New Employee Cushioning

The New Employee Cushioning program is focused on learning the route and location of all stops. However, this is still a good time to learn more about the basic skills and duties of a motorcoach operator from the experienced driver on that route.

2 - REFRESHER TRAINING

Safe driving is a continuous process. All Drivers are expected to actively participate in and comply with all safety programs implemented by Jefferson Lines. Participation in the following programs will be documented:

- Receive refresher training annually
- Attend safety meetings
- Support the Jefferson safety awareness program.

3 - REMEDIAL TRAINING

Remedial training will be provided to those drivers with substandard performance. Driving performance will be evaluated with these criteria in mind:

- Annual driving record review
 - Accident history
 - Driver observation(s)
 - Hours of service violations
 - Any other violations of Company policies and procedures
- (For corrective action or disciplinary measures, refer to the Disciplinary Policy; Section I)*

This training program may be amended by the company at any time the company determines a need to do so, specific collective bargaining agreement language not withstanding.

Section G

General Rules

DRIVING TOPICS

Safe Coach Operations.

It is the responsibility of the professional driver to operate the coach in a safe manner at all times and to drive in such a manner as to identify accident-producing situations soon enough to take reasonable and prudent action to avoid a collision. All drivers are expected to practice the Smith System of Defensive Driving at all times. Drivers must comply with all federal state and local traffic laws, rules and regulations and conform to all company rules and regulations.

See Appendix 9 for The Smith System and Safe Driving Topics

COASTING PROHIBITED

The motorcoach shall not be driven with the transmission disengaged from the driving wheels, except when such disengagement is necessary to stop or shift gears.

RAILROAD CROSSINGS

Make a Full & Complete Stop: A complete cessation of forward movement must be made by every Jefferson Lines motorcoach at all Non-Exempt R.R. Crossings, whether the motorcoach has passengers onboard or not. Under no circumstances is the driver of a Jefferson Lines motorcoach to cross a railroad track without complying with the provisions of this rule. This is one of the most important rules and there can be no reason or excuse for non-compliance. A driver is required to make a full, complete stop at all railroad grade crossings unless exempted as specified below. The following steps are to be taken when approaching and making the required stop at a railroad grade crossing:

1. As the crossing is approached, slow down gradually and activate the 4-way flashers giving other traffic adequate warning the bus is about to stop
2. Pull over to right out of the traffic lane as far as safely possible
3. Make a full and complete stop between 15 and 50 feet of the closest track whether the crossing signals indicate a train or not
4. Look in both directions and listen very carefully
5. When you are SURE there are no trains approaching, proceed across the tracks without stopping on the tracks

A railroad track will not be crossed when warning devices are in operation, unless specifically directed to do so by an on scene law enforcement officer.

Exempted Crossings: Local road authorities have the discretion to mark certain highway railroad grade crossings "Exempt". When the railroad grade crossing displays an "Exempt" marker, the grade crossing may be crossed without the bus/motorcoach coming to a stop.

Under certain conditions, permission will be given eliminating the required crossing stop. These exemptions are specified by bulletin. In such cases, the driver will be governed by the special instructions contained in the bulletin and by any governmental law and/or regulation that may govern exempt crossings. The driver must approach such exempt crossings at a speed that will allow him to stop if a train is approaching.

Section G

General Rules

PROPERLY PARKING MOTORCOACH

The driver has the full responsibility to make certain that the motorcoach is properly parked in a designated, safe, legal space with:

1. Parking brake set.
2. Gear shift in NEUTRAL.
3. Engine shut off.
4. Lock motorcoach, if so equipped.

When parking on an incline, front wheels are to be turned into the curb, and if necessary, wheels blocked. When parking a motorcoach for more than 2 hours, or anytime on other than on Company property, the rear "run" switch located in the engine compartment is to be placed in the off position and the battery switch set to off, when feasible.

BACKING

Backing should be avoided whenever possible! The driver has the full responsibility for the safe backing of the motorcoach. Plan ahead and avoid backing situations whenever possible.

Procedures for Backing the Coach:

1. Whenever possible, enlist a guide to help you backup without danger
2. GOAL – Get Out And Look. Perform walk-around before backing the coach
3. Activate the 4-Way Flashers
4. Sound horn twice before backing
5. Back only at engine idle speed
6. Cover the brake at all times when moving in reverse
7. Proper use of mirrors while backing coach ("Rock & Roll

Anyone backing a motorcoach vehicle in the Minneapolis Jefferson Yard is REQUIRED to use a "spotter" to assist with the backing process and ensure every precaution is taken to prevent vehicle contact while backing.

Whenever needed, a "Spotter" may be recruited from shop or washbay personnel, other drivers in the area, dispatchers, and management personnel including Driver Supervisors, the Director of Safety, and others.

When acting as a spotter, personnel should be wearing their company-provided ANSI-II yellow reflectorized safety vest to allow them to be visible to the operator at all times. During times of limited vision, a flashlight, if available should be employed for signaling.

Operate Vehicle At Safe Speeds

It is far more important to arrive safely than it is to arrive on time. The posted speed limits are established by Highway Traffic Engineers to allow all traffic to move safely during good driving conditions. Under no conditions will a driver exceed the posted speed limits and under no circumstances is a motorcoach to be driven at a speed greater than is **reasonable and prudent** under the existing weather, road, and traffic conditions. Jefferson Lines schedules are set for normal driving conditions. In adverse weather or traffic conditions, it is expected the run will not arrive on the scheduled time.

Section G

General Rules

When Late - Stay Late!

- a. Do not exceed posted speed limits and cautionary speed warning signs, and drive according to traffic limitations
- b. Reduce speed to allow for poor conditions or reduced visibility
- c. **Operate slowly and use extreme caution in parking lots (5 mph max.)**
- d. Adjust speed & cover brake when approaching intersections on stale green traffic signal. Slow down before entering “no control” intersections or where there is a possibility of conflict.

TOWING OR PUSHING MOTORCOACHES

A motorcoach with passengers aboard is not to be towed or pushed, nor shall any driver use or permit a motorcoach with passengers aboard to be used to tow or push any other motorcoach, except in such circumstances where the hazard to passengers would be increased by observance of this rule. In such circumstances, the towing or pushing should continue only to the nearest point where safety of the passengers is assured. (392.64)

SAFE FOLLOWING DISTANCE

Maintain a safe following distance - Do not tailgate. A safe following distance is the number-one defensive driving technique of the professional driver. The driver must maintain a sufficient distance between his/her vehicle and the vehicle ahead to allow him/her to stop within the assured clear distance ahead.

Follow Distance Rule: When driving a motorcoach in good driving conditions, allow at least one second for each 10 feet of vehicle length at speeds below 40 mph. At greater speeds add an extra second. In poor driving conditions (rain, fog, snow, etc.) or when crowded by a tail-gaiter allow for even more stopping distance.

Example: if you are driving a 45-foot motorcoach at 55 mph in good weather conditions, you should have at least six seconds of space ahead. That's 5 seconds for the 45 feet of vehicle length plus one second because the vehicle is traveling over 40 mph.

*At speeds below 40 MPH a 5-second follow distance should be used.

*At speeds of 40 MPH or more a 6-second follow distance should be used.

*When adverse weather is encountered, these minimums will be increased according to conditions.

The Smith System of Defensive Driving is the Company policy and all operators are expected to observe and practice those principles at all times.

See Appendix #9.

MYSTERY RIDER

The Company may utilize a “Mystery Rider” program to ensure that drivers are operating according to Company policies, State/Provincial and Federal rules, laws, and regulations as well as providing exceptional customer service.

Section G

General Rules

Charter Topics

CHARTER STOPS

On charters with an itinerary, rest and meal stops are to be made as near to schedule as possible. On charters where there is no itinerary or schedule, stops are to be made every two to three hours for the safety and comfort of everyone. These stops should be announced so that those who wish may participate.

During the hours when most of the passengers are sleeping, the driver is to make stops for himself and those who may be awake. Under most ordinary circumstances, do not use the same meal stop for two Jefferson motorcoaches at the same time. Few restaurants can handle that many people efficiently at one time. Use different restaurants to avoid delay. Whenever rest stops and meal stops are not pre-set, the driver should work with the person in charge to coordinate the stops. Drivers may suggest rest or meals stops, but only when there are none pre-set.

Do not stop excessively for personal reasons. If passengers report complaints to the Driver concerning rest or meal stops, these complaints shall be reported to a Supervisor by using an incident report.

CHARTER ITINERARY

On charters where an itinerary is provided, the driver shall make every reasonable effort to maintain the times and places listed on the itinerary. If it becomes necessary to alter the itinerary, do so in cooperation with the group leader or tour guide.

CHARTER NOTATIONS

It is often necessary for the driver to make notations on the charter order so those customers may be properly billed. When requested, note the time the motorcoach is released, the cleaning required, or any other information. Failure to note these things causes delays in billing and often irritates the customer.

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General Rules

Route Topics

REPORTING FOR WORK

A driver is to report for duty at the place and time designated and shall report in sufficient time as may be required and prescribed to perform his duties

TIMETABLES AND REGISTERS

While on duty, a driver is provided with a timetable applicable to his run. A driver shall be thoroughly familiar with timetables, and shall know all junctions and transfer points and connections ordinarily made at such points. When required, a driver must report complete, accurate, legible information on registers at all stations where registers are maintained. All drivers operating schedule service will sign in and out at designated points. They will also notify dispatch in accordance with published memos.

STOPS ARE TO BE OBSERVED

It is the driver's responsibility to pick up and discharge passengers, baggage, and package express at scheduled Company terminals and commission agency locations. It also is the driver's responsibility to comply with bulletins and directives covering passengers picked up and discharged enroute.

During open hours of operations of a depot and/or commission agency the driver will be required to physically check with the agent on duty to determine if agent has any passengers or freight for his run. During closed hours of operations, the driver will physically check all locations that have lock boxes for outgoing freight. There will be NO EXCEPTIONS to the above procedures.

PUBLISHED SCHEDULE

The Company's published time schedules shall be adhered to as closely as safety will allow. Delaying at terminals and stops and running ahead of scheduled time are not permitted. Unauthorized rest and meal stops are prohibited. It is far more important to arrive safely than it is to arrive on time.

CONNECTIONS

Unless otherwise instructed, a driver shall wait for the arrival of connecting schedules in accordance with current instructions. It is the responsibility of the driver to check timetables for such connections. Departing prior to arrival of late connections must be approved by Operations.

DEVIATIONS FROM ROUTE

A driver shall not deviate from the route prescribed by the Company, except in emergency situations, or when following official detours, which must be reported to Operations.

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General Rules

MEAL AND REST STOPS

Meal stops are to be made only at locations designated by the Company. The driver shall not solicit for, or direct passengers to any location other than Company-designated stops. A driver is not to solicit a reduction in the price of meals or other items sold at rest or meal stops.

APPEARANCE OF THE MOTORCOACH

Our customers are influenced for better or for worse by the appearance of the motorcoach. The driver can help greatly in this area. Before and after any trip, the driver will inspect the motorcoach for cleanliness, inside and out. These items will help: windshield clean, pick-up trash or sweep the floor at meal stops and rest stops. Keep the trash emptied, brush the seats off as needed, keep the outside of the motorcoach as clean as possible. Signs and banners are not allowed, in or outside the motorcoach. Do as much as you reasonably can to keep the motorcoach looking as good as possible. On return trips, the luggage rack and floor should be swept and cleaned.

REFUELING ENROUTE

On longer trips it is necessary to refuel. If at all possible, refuel the motorcoach while the passengers are not onboard. Due to ever increasing cost of fuel, whenever possible, fuel should be purchased at fuel stops designated by the Company and dispensed at the self-service islands instead of full-service. This will save several cents per gallon. Be very careful that all the fuel goes in the tank: very few nozzles are made to stay in the filler neck by themselves.

Any fuel spill requires a report to the Environmental Protection Agency, and other appropriate State and Federal authorities. We are also required to pay for clean up and disposal of the waste. Spills must be called in immediately to Operations. You are not to leave the spill site until released.

If a driver allows his/her motorcoach to run out of fuel, he/she may be subject to disciplinary action up to and including termination.

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General Rules

Driver Topics

DRIVER'S EQUIPMENT

A driver is furnished with all necessary equipment and supplies, and is responsible for all such equipment issued to him/her. When leaving the service of the Company, a driver must return all equipment, supplies and other property of the Company to the proper office.

Watches

A driver must carry a reliable watch while on duty.

Cell Phone

The Company provides a cell phone reimbursement plan to ensure efficient communication between drivers, dispatch and management. Driver participation in respect to being available to be contacted and timely response to messages on your cell phone, if you elect to participate, is required.

Cell phone use by the driver is not allowed at anytime the vehicle is not safely parked.

See Section B for Cell Phone Use Policy and Appendix #2 for more information relating to Driver Distractions

Uniforms

While on duty a driver will only wear Company authorized uniforms from Company authorized uniform providers. Authorized uniform attire includes; uniform coat, shirt, tie, trousers, and cap. When worn, all uniforms will be clean & wrinkle-free, neat in appearance, and free from stains.

Dark socks and clean black polished dress shoes or boots, with trousers worn on the outside are also required.

Drivers are required to wear neckties anytime the driver wears a long-sleeved uniform shirt, or a uniform jacket, or a coat.

The Company will select the uniform providers, and will determine uniform specifications including color, material/s styling, etc.

Attire not in compliance with Jefferson Lines Uniform Policies is not allowed.

The Jefferson Lines uniform and the various insignia are designed primarily as visual indications that the wearer is a Jefferson Driver. Safe, courteous, and professional conduct is expected at all times when in Company uniform whether on or off duty. Any behavior reflecting negatively upon the Company by an employee in attire identifying him/her as a Jefferson Lines employee may result in disciplinary action up to and including termination.

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General Rules

Personal Hygiene

Drivers must meet professional standards for personal hygiene and grooming including personal body odor, fresh breath, clean fingernails, etc. at all times while on duty.

All jewelry shall be modest and discreet and not interfere with any the Operator's duties.

Tattoos should be covered where at all possible in order to maintain a professional appearance. Visible body piercings shall be limited to the ears, with only two (2) piercings allowed per ear. Any such adornment must be professional looking and not interfere with any of the Operator's duties.

Mustaches and beards must be maintained in a clean and neat manner. Facial hair growth of an extreme style is not permitted. Facial hair shall not exceed two (2) inches in length.

Safety Vests

The employer will provide each employee with a mesh ANSI Class II or better reflective safety vest. Drivers are required to wear the reflective safety vest over the outermost piece of clothing while performing any vehicle inspections; loading and unloading of baggage and freight at all bus depots. Drivers shall also wear the reflective safety vest at any time they are standing or walking in or near a roadway, or area where motor vehicles may be operated, regardless of the time of day. Drivers will not wear the reflective safety vest while driving a Jefferson coach. Drivers will not be required to wear reflective safety vests while loading or unloading passengers when such operations are not performed in or near a roadway where motor vehicles may be operated.

Baggage and Carry on Packages

A driver is to carry a supply of baggage checks while on duty. All baggage accepted for transportation must be checked, except hand baggage that can be carried safely and conveniently onboard the motorcoach by passengers. Baggage is not to be carried in the underneath baggage compartment without a proper check. A driver will assist passengers who wish to carry their unchecked baggage onboard the motorcoach.

Always assist passengers with baggage. Large packages, luggage and coolers should be placed in the baggage compartment. It is against Federal Regulations to block aisles. Only those packages which are small enough to fit in the parcel rack and which pose no threat to safety may be carried in the passenger compartment. Potentially hazardous items such as glass bottles, skis, ski poles, and ski boots are not to be carried in the passenger compartment.

All packages stored in the overhead parcel racks are to be kept behind the cord. If the overhead parcel racks are equipped with doors, it is the driver's responsibility to ensure all overhead doors are closed before moving the coach.

Loading and unloading baggage is the driver's responsibility. Arrange baggage in such a way that the possibility of damage is kept to a minimum. Put heavier cases to the bottom of the compartment. Keep the door mechanism clear of objects and do not force the door closed. Double check around the motorcoach to be sure that no articles of baggage have been overlooked. Drivers are to exercise good judgment in what may not be carried

Section G

General Rules

onboard the motorcoach. Complaints concerning baggage or express are to be referred to Customer Service.

Lost Articles

At locations where the motorcoach terminates, the driver is to examine its interior, including the overhead racks and under seats, and remove articles that have been left behind by passengers. Such articles if found by drivers are to be sent to Minneapolis Lost and Found. A driver is not to give information concerning such articles to the public. Inquiries regarding lost articles are to be referred to Customer Service. Articles not turned in will be considered as stolen..

REPORTS AND DOCUMENTS

Drivers pay envelopes

Pay envelopes and driver's logs are to be turned in immediately upon completion of an assignment.

Expense reports

All receipts should accompany expense reports. All expense claims shall be submitted within five (5) consecutive working (office) days after the completion of assignments (under certain circumstances, this may be extended by the operations supervisor). Accurate accounting will avoid delays and time wasted on corrections. Any excess expense money is to be returned to the Company when the trip reports are turned in. Falsification of expenses is cause for termination. Expense reports should be turned in with the trip envelope. All expense reports must be settled in accordance with appropriate accounting procedures. Failure to do so may result in termination.

Legibility of reports

All reports are to be written as clearly and neatly as possible. The purpose of reports is defeated if they cannot be read. This includes log sheets and DVIRs.

Protection of documents

Each motorcoach has a permit book as well as permit decals affixed on the body. While the driver has charge of the motorcoach, it is his/her responsibility to protect these permits from being lost or damaged. These permits and decals are often your only immediate proof that you have the authority to operate within a given area. Don't risk delay, embarrassment, or perhaps fine due to carelessness or negligence. All permits and decals needed for a trip should be verified by the driver prior to departure of the trip.

Handling of motorcoach records

A driver must personally inspect the Fuel, Oil and Mileage Record card, and verify to his satisfaction that the fuel, oil and water reservoirs are filled to such capacity as to get the motorcoach to the next fueling station. It is the driver's responsibility to make all required entries on appropriate motorcoach maintenance records at the beginning and conclusion of his trip in accordance with Company directives and/or Federal regulations (pre/post

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trip report). As much as possible, discrepancies are to be corrected prior to departing garage (shop) area.

ANNOUNCEMENTS

See Appendix 11 for "Driver Announcements"

It is the driver's responsibility to introduce him/her self and to make required announcements in a clear, friendly and courteous tone of voice. These announcements include, but are not limited to, such things (on departure) as:

Federal Regulations regarding smoking

- Use of restroom
- Rest stops
- Meal stops
- Scheduled cities
- Arrival time of the motorcoach (if applicable)
- Departing times of connections
- Transfer of personal belongings
- Thanks for traveling Jefferson Lines.

Instruct the passengers to remain in their seats while the motorcoach is in motion, as much as possible and particularly in heavy city traffic, unless they must leave their seat to use the restroom. Be careful to hang on to seats, etc. so as not to fall.

In making rest stops, the driver should announce instructions such as:

1. Length of stop and leave time
2. Motorcoach number
3. Other information you think your passengers should know

On charters, drivers may announce to passengers points of interest as they travel along, with the permission of the escort or person in charge. This helps to make the trip more enjoyable.

PROHIBITED BEHAVIOR

Gambling

Gambling by employees is forbidden while on duty, on Company property or on any property used by the Company.

Tobacco use

Jefferson Lines also prohibits the use of tobacco products in vehicles at all times.

Alcoholic Beverages or Controlled Substances

Possession or transportation of alcoholic beverages or controlled substances while on duty, or on or about any premises of the Company is prohibited and may result in disciplinary action up to and including termination.

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No employee shall use or be under the influence of an alcoholic beverage within 8 hours before going on duty, operating, or having physical control of a commercial motor vehicle.

Divulging Company information

Any information not generally known outside the Company, and which has not been released by the Company to the public, is considered “confidential.” Confidential information is not to be disclosed in either written or oral form to anyone outside of the Company. In addition, confidential matters are not to be discussed in areas where non-employees may overhear conversations.

Unauthorized Transportation

Unauthorized transportation of passengers, baggage, express, or contraband is prohibited

Deadly Weapons

The possession of any deadly weapon while on duty, or on/or about the premises of the Company is prohibited. This includes but is not limited to any vehicle, depot, or agency stop.

Credit on Company's account

Unless specifically authorized, an employee is not to charge any purchase to the Company's account.

Dishonesty

Acts of dishonesty are cause for immediate dismissal.

Loitering

Employees are not to loiter on Company premises. Employees are to conduct themselves in a businesslike manner at all times while on duty, in uniform or representing the Company.

Signs or banners on the motorcoach

The display of signs or banners in or on motorcoaches is prohibited unless authorized by the Company. Unauthorized advertising matter is not to be distributed on motorcoaches or while representing the Company.

Section H

Accident/Incident Protocol

Reporting of Accidents/Incidents

Any employee who is involved in an accident or incident with a Jefferson owned or operated vehicle is required to fill out an Accident/Incident Report in accordance with this policy. An Accident/Incident Report must be filled out immediately and sent to the Safety Department in Minneapolis. This form is to be filled out for any accident or incident that should occur regardless of severity and all sections that apply to the situation are to be completed. Failure to do so may result in the driver being pulled from service until the report is properly completed. To mitigate the potential for losses, it is essential that the Director of Safety and Compliance is made aware of all accidents and incidents that occur even if the employee believes the situation is resolved and will not escalate.

It is necessary that the form be sent within 24 hours of the accident/incident. If the accident report will not reach the Minneapolis Safety Department within twenty-four hours because of mailing circumstances, it may be faxed to the Minneapolis Safety Department, with the original to follow.

Each Driver is required to have in his possession, while on duty, any Jefferson issued accident/incident reporting instructions, including phone numbers, and report forms.

When the accident involves unattended vehicles or property, the driver will attempt to locate the owner. If the owner cannot be found, the driver must leave adequate identification of himself and the Company so the owner of the damaged vehicle or property can contact the Company. The driver shall notify Operations immediately.

Within 3 days of an accident the employee involved will be required to contact the Director of Safety and Compliance, at which time an accident interview will be conducted to try to determine the cause and how to prevent future occurrences.

CONDUCT AT THE SCENE

1. Stop at once and investigate. If anyone is injured, call for emergency assistance immediately.
2. Protect the scene of the accident by directing traffic and/or placing reflectors as necessary.
3. Contact the Company and local law enforcement officials. Do not leave the scene of the accident until the authorities have responded. Provide the details of the accident to the authorities, and obtain from them any reports that must be completed.
4. Get the names and addresses of all witnesses to the accident, especially but not limited to the passengers onboard.
5. Identify yourself. Give your name, address and license number to the other party.
6. Obtain required information.
7. Do not discuss the accident with anyone other than law enforcement officials, your supervisor, or Jefferson Lines designated representatives. DRIVER WILL NEVER ASSUME RESPONSIBILITY FOR AN ACCIDENT and will not

Section H

Accident/Incident Protocol

discuss fault with anyone including law enforcement or anyone else without permission of the Company.

8. Make no comments on behalf of Jefferson Lines or management. Further, do not admit fault or liability on behalf of yourself or Jefferson Lines.

Complete cooperation with the investigation is expected. This includes cooperation with police, insurance investigators and others.

ACCIDENT REVIEW AND CLASSIFICATION

Jefferson Lines is committed to the fair and equitable treatment of its employees. This commitment includes the fair judging of preventability in all vehicle accidents. The Company believes that determining preventability fairly is essential to the credibility of our fleet safety effort, driver recognition, and corrective action/disciplinary programs.

The purpose of the accident review and classification procedure is to analyze the facts of each accident and determine if employee did everything reasonably possible to avoid the accident. If there was anything that the employee reasonably could have done to avoid the collision, the accident will be ruled preventable. The Jefferson Lines Director of Safety and Compliance has the responsibility of determining preventability and will use all available information including, but not limited to:

- The initial report of the accident (including any statements from witnesses).
- The police report of the accident.
- Investigative reports.
- The findings of the internal investigation of the accident.

In the case of a preventable ruling, the employee's immediate supervisor or the Director of Safety and Compliance will meet with the employee to discuss the decision, possible remedial training, and/or possible disciplinary action.

Jefferson Lines classifies vehicle accidents as "Preventable" or "Non-Preventable" and such rulings are done on a uniform and impartial basis. Clear guidelines will allow the classifying of accidents to be consistent. Legal liability will not influence accident classification. An accident is Preventable if the driver could have reasonably done something to avoid the collision. Employees are expected to drive defensively to avoid the negligence or errors of others; therefore, establishing which driver was at fault has absolutely no bearing on determining preventability.

Classifying vehicle accidents as "Preventable" or "Non-Preventable" will be conducted using the American National Standards Institute (ANSI) and the National Safety Council guidelines. Using these clear guidelines will allow the classifying of accidents to be consistent and impartial. The types of accidents listed in the guidelines cannot cover every accident that may occur; instead they are intended to provide general guidance to assist in determining preventability.

See "Non-Preventable/Preventable Accident Guidelines" Appendix 8

Section H

Accident/Incident Protocol

All employees operating any vehicle owned or operated by Jefferson Lines will be subject to the following:

IMMEDIATE TERMINATION

- Failing to report an accident regardless of amount of damage
- Being involved in an accident while testing positive for controlled substances or alcohol
- Being involved in an accident and placed Out-Of-Service by law enforcement agents for a driver-related violation.

STANDARDS

Effective upon implementation of this policy, Jefferson's standards for all employees will be subject to the disciplinary action and appropriate remedial training as outlined in Section I (*Disciplinary Policies*) of this manual.

Jefferson reserves the right to use remedial training at any time, as management deems appropriate, in an attempt to correct a pattern or developing pattern of unsafe driving. This remedial training will not be used as discipline or in place of discipline, but will be used, where appropriate, in addition to disciplinary action.

If management deems remedial training to be appropriate, employees will be sent to the designated city for training, if needed. Employees will receive pay for travel time and will receive their regular rate during training, cost of lodging, and the agreed upon per diem per day for meals. This training is not intended to be a discipline tool, but a means to improve our safety record and thereby lower operating costs.

APPEAL PROCESS AND RIGHTS

If an employee disagrees with any action taken pursuant to the policies and procedures set forth herein, he/she may refer to Section I (*Disciplinary Policies*) and Section J (*Appeal Process and Rights*) sections for further details.

Section I

Disciplinary Policies

This section applies to all employees who operate motor vehicles on behalf of the Company. Disciplinary policies may be based on driving performance, non-driving violations and/or hours of service violations.

DRIVING PERFORMANCE

Accident means any event in which contact is made between a Company owned or operated vehicle and any other person or object.

For purposes of discipline only, Accidents may be broken into two categories:

Type-1 Accident means any event involving vehicle contact between a Company owned or operated vehicle and any other person or object that caused bodily injury and/or \$500.00 or more in total property damage, including damages to the property of Jefferson Lines and others.

Type-2 Accident means any event that involved a Company owned or operated vehicle and caused no bodily injury and less than \$500.00 in property damage, including damages to the property of Jefferson Lines or others.

When used in this Section the term **Accident/s** is inclusive of both Type-1 and Type-2 Accidents.

Accident/Incident Disciplinary or Remedial Action - as required by the following Disciplinary Action Table - will be carried out based upon the annual review of the driving record and/or following any Accident/Incident while operating any motor vehicle on behalf of the Company. Points are calculated based on a rolling 36-month period. The disciplinary or remedial action following an Accident/Incident will, at a minimum, include counseling by the direct supervisor, or the Director of Safety and Compliance. This counseling must focus on methods of improving driving performance, safe driving techniques specifically related to the Accident/Incident at issue, and the importance of a safe driving record. The remedial action for Accidents/Incidents is a **minimum** standard. Drivers may be subject to additional discipline up to and including termination based on their overall safety performance.

Note that while Accidents/Incidents may trigger disciplinary or remedial action under the matrix set forth below, the points attributable to Accidents/Incidents will be included in the tabulation of total points to determine the appropriate disciplinary or remedial action applicable.

Examples:

1. At the time of the annual driving record review on January 15, the employee has a total of 9 points. According to the Tabulated Points Summary table, the employee is in the second level (7-13 points). At a minimum, the employee will receive counseling and *Back to the Basics Enhanced Driver Training*. If on February 10 he/she is involved in a Type-2 Accident, he/she will again receive counseling. He/She now has 12 points. Nonetheless, he/she is still within the parameters of the second disciplinary level (7-13 points) and, therefore, will NOT repeat the remedial training which was *Back to the Basics Enhanced Driver Training*.

Section I

Disciplinary Policies

2. At the time of your annual driving record on January 15, an employee has a total of 11 points. According to the Tabulated Points Summary table, he/she is in the second disciplinary level (7-13 points). At a minimum, he/she will receive counseling and *Back to the Basics Enhanced Driver Training*. If on February 10 he/she is involved in a Type-2 Accident, he/she will again, at a minimum, receive counseling. However, he/she now has 14 points. Therefore, he/she is NO LONGER within the parameters of the second disciplinary level (7-13 points) and instead is now in the third disciplinary level (14-20 points). Thus, he/she will face an immediate 3 working day suspension without pay, and within two weeks of return to work, will complete the following:
 - Counseling
 - Defensive Driving Course (outside of Jefferson)
 - *Back to the Basics Enhanced Driver Training*

Back to the Basics Enhanced Driver Training - A safety derived training program designed to identify and improve the driving habits of all drivers through educational material and directive coaching.

Defensive Driving Course (outside of Jefferson) - A federally accredited defensive driving course. Any questions of acceptable courses should be directed to the Director of Safety and Compliance for approval. The course must provide a certificate of completion of which a copy must be sent to the corporate office, attention Director of Safety and Compliance. The Company will not pay the driver for his/her time while attending the course and the cost of such course will be solely at the expense of the driver.

36-Month Period - Disciplinary points for motor vehicle offenses or driving related incidents are only accumulated during a rolling 36-month period; they are dropped from the driver's record after 36-months.

Section I

Disciplinary Policies

Disciplinary Action Table

The following table identifies a list of offenses and the corresponding level of action required, including those offenses that require immediate termination of employment.

Motor Vehicle Offense or Driving Incident	Points	Termination
Conviction for leaving the scene of a Type-1 Accident; Hit & Run		X
Positive Test for driving under the influence of alcohol and/or controlled substances		X
Driving with revoked, cancelled or suspended driver's license		X
Citation for reckless driving		X
Conviction for vehicular homicide		X
Conviction for use of a vehicle in commission of crime		X
Using fraudulent driver's license		X
Involved in an Accident with any detected presence of alcohol or controlled substance		X
Failure to report an Accident as required by this Safety and General Rules Policy Manual.		X
Failure to stop at a non-exempt railroad grade crossing		X
Driver is "Disqualified" for any violations as listed in 49 CFR 383.51		X
Any Preventable rear end Type-1 Accident		X
Placed Out-Of Service by law enforcement personnel for an egregious logbook violation (See NOTE on page 48 for Federal definition of Egregious Violation)		X
Use of cell phone while driving: 2 nd violation within rolling 12-month period		X
Use of cell phone while driving: 1 st violation within rolling 12-month period driver will be suspended for 2 days	Suspension	X
Placed Out-Of-Service by law enforcement personnel for: 1. Non-Egregious Logbook violation 2. Medical Examiner's Certificate violation 3. CDL violation	11 Points	
Citation for speeding 15 miles per hour or more above the posted speed limit	11 points	
Preventable driverless coach Accident	10 points	
Preventable Type-1 Accident; excluding rear-end and driverless coach	7 points	
Citation for careless driving	7 points	
Citation for improper or erratic lane change	7 points	
All other moving traffic violations	3 points	
Each preventable Type-2 Accident	3 points	
All non-moving traffic violations	1 point	

Note: Tabulated points will be based upon violations occurring in/on Commercial Motor Vehicles or personal vehicles.

Section I

Disciplinary Policies

Tabulated Points Summary Table

Level	Points	Disciplinary/Remedial Action Required
1	1-6	Counseling related to offense or occurrence
2	7-13	Counseling and Back to Basics Enhanced Driver Training (to be scheduled as soon as possible and completed during a scheduled working day.
3	14-20	Immediate three-day suspension without pay. Within two weeks of return to work, complete the following during a scheduled working day: 1. Counseling 2. Defensive Driving Course (outside of Jefferson) 3. Back to the Basics Enhanced Driver Training
4	21 or more	Termination

The immediate supervisor or the Director of Safety and Compliance will schedule any disciplinary or remedial action that is required by this matrix. Remedial training, as described in the matrix, will be scheduled by the Company at a location of the Company's choosing. Whenever counseling is required to be undertaken, the counseling shall focus on safe driving techniques and the importance of a safe driving record. In addition, the employee should be counseled on methods of improving driving performance in those areas identified by the review and for which points were tabulated.

If the required remedial action cannot be completed in the time required, immediate contact should be made to the Director of Safety and Compliance to attain additional time. Additional time, however, will be granted in limited situations and only where valid issues prevent remedial action from being carried out in the prescribed time. Note that no extension of time will be given for suspensions or terminations.

Points accumulated from vehicle-accidents/incidents are independent from points associated with moving violations. Thus, a vehicle-accident ruled preventable (seven points) that also resulted in the issuance of a citation for *Failure to Yield* (three points) will result in a total of 10 points being assessed against the employee. Other points may also be assessed based upon other items disclosed in the driving record review and Accident/Incident history.

The remedial and/or disciplinary action indicated above is a minimum standard. Drivers may be subject to additional discipline up to and including termination based upon overall safety performance.

Section I

Disciplinary Policies

If driving performance raises safety concerns, or an employee is involved in an accident which, in the sole discretion of the Director of Safety and Compliance, constitutes gross negligence or reckless disregard for safety; the driver will be subject to disciplinary action up to and including termination. This applies regardless of the previous driving record.

NON-DRIVING VIOLATIONS

In addition to disciplinary actions from driving performance as set forth above, Drivers will also be subject to disciplinary action for failure to comply with the responsibilities and duties of drivers as set forth in these policies and procedures. Although not all-inclusive, such disciplinary action may arise out of:

- Failure to keep CDL or DOT Medical Examiner's Certificate current.
- Failure to participate in safety training programs or meetings.
- Failure to properly perform pre-trip/ post-trip inspections.
- Failure to complete and submit the annual *Certificate of Violation*.
- Failure to complete and submit *Notification of Traffic Violations*.
- Failure to report an on-the-job injury immediately or as soon as safely possible.

The failure to comply with any of these or any other safety and general rules initiatives and directives, will result in the following disciplinary action:

- A **first** offense will result in a written warning
- A **second** offense will result in a three-day suspension without pay
- A **third** offense will result in termination of employment

The remedial and/or disciplinary action indicated above is a minimum standard. An employee may be subject to additional discipline up to and including termination based on overall performance.

Any employee who conceals, attempts to conceal, or fraudulently reports accidents or falsifies federally required documents or Company records will be terminated.

Section I

Disciplinary Policies

LOGBOOK VIOLATIONS

Jefferson Lines is committed to adhering to the Department of Transportation's Hours-of-Service regulations. It is the driver's responsibility to maintain his/her logbook consistent with the regulations.

Logbook Form & Manner violations will result in the following remedial and/or disciplinary action:

1. A **first** form & manner offense within a rolling 12-month period will result in a verbal warning and counseling.
2. A **second** form & manner offense within a rolling 12-month period will result in a written warning and counseling including remedial training on the hours-of-service rules and regulations.
3. A **third** form & manner offense within a rolling 12-month period will result in a three-day suspension without pay.
4. A **fourth** form & manner offense within the same rolling 12-month period will result in termination of employment.

Form & Manner violations for which the above-mentioned disciplinary action may be initiated include, but may not be limited to, the following:

- Log not current to the driver's last change of duty status
- Failure to record each change of duty status as required
- Failure to include operated vehicle identification
- Failure to sign log page before submitting to company
- Failure to total hours of service
- Failure to include total miles driven
- Failure to submit logs to Company on a timely basis

Hours Of Service Violations

Some hours of service violations are considered as critical violations and carry substantial penalties for the employee and the employing motor carrier.

- Violation of the 10 hour rule
- Violation of the 15 hour rule
- Violation of the 70 hour on-duty rule
- Falsify Driver's Record of Duty Status
- Failure to maintain possession of previous 7-days logs

The critical hours of service violations listed directly above will have a more severe disciplinary sequence and will result in the following discipline:

- The **first** hours of service violation within a rolling 12-month period will result in a counseling and a one day suspension without pay.
- The **second** hours of service violation within a rolling 12-month period will result in a four-day suspension without pay.
- The **third** hours of service violation within the same rolling 12-month period will result in termination of employment.

Section I

Disciplinary Policies

When an employee is found to have committed a violation of the hours of service rules listed immediately above, he/she must complete training to the satisfaction of the company in addition to any disciplinary action outlined above.

Each rule (10 Hour Rule, 15 Hour Rule, and the 70 Hour Rule) is applied independently and must be complied with as such. Likewise, disciplinary action will be applied to each violated rule independently. Example: a violation of both the 10 and the 15-Hour Rules on the same day will be deemed to be two distinct violations.

The remedial and/or disciplinary action indicated above is a minimum standard. An employee may be subject to additional discipline up to and including termination based on overall performance.

Note: The Federal Motor Carrier Safety Administration will consider any violation of these Hours Of Service Rules of 3 or more hours to be an Egregious Violation. Egregious Violations carry individual civil penalties of \$2750 for the involved driver and \$11,000 for the employing motor carrier.

An employee who falsifies his/her Hours-of-Service records, or is placed Out-Of-Service by law enforcement personnel for an hours violation exceeding 3 hours violation length, or for failing to have previous 7-days' logs in possession, will be terminated.

The immediate supervisor or the Director of Safety and Compliance will carry out any disciplinary or remedial action that is required by this section. Whenever counseling is required to be undertaken, the counseling shall focus on the specific violations and review of the applicable Hours-of-Service rules violated to ensure that the Driver understands the rules and the obligation to comply.

SECTION J

APPEAL PROCESS AND RIGHTS

GENERAL DISAGREEMENTS

If you as the driver disagree with any action taken pursuant to the policies and procedures set forth herein, the issue should be presented to your immediate supervisor promptly for review and further investigation. Further disagreement will be subject to the guidelines outlined in the Union Contract.

PREVENTABILITY RULING DISAGREEMENTS

Disagreement with the preventability ruling made by the Director of Safety and Compliance of any Vehicle-Accident or Vehicle-Incident will be subject to a board of review.

BOARD OF REVIEW – A Board of Review will review all information pertaining to a contested ruling made by the Company Director of Safety and Compliance. A Board of Review will consist of three (3) Company officials and three (3) Union officers. At least three (3) of the board members consisting of at least one Company representative and one Union representative will meet and analyze each vehicle-accident in an effort to determine if the Operator was responsible for or contributed to the vehicle-accident. The Board of Review will convene when necessary, but only in unusual circumstances more often than once each ninety (90) days to consider chargeability of vehicle-accidents. Cases will be decided and decisions adhered to strictly on the basis of information available at the time of the hearing. *By mutual consent this meeting may be conducted by mail or phone.* If the Board of Review cannot agree on chargeability of a vehicle-accident, then the question may be referred to a Safety Director selected as follows:

A panel of professional Safety Directors, proposed by the Union and Company, will be set up from which a single Director will be chosen. The process of selection will be determined by the Union first striking a name, then the Company striking a name, etc., until only one name remains. The remaining name on the list will then hear the Employee's appeal and make a judgment as to the chargeability of the vehicle-accident. Decision of the selected Safety Director will be final and binding upon all parties.

If the Company representatives on the review board classify a vehicle-accident as chargeable and the Union Representatives disagree thereby producing a tie vote on the question, the Operator may appeal the decision to a Safety Director chosen as above. If the Operator desires to appeal the decision of chargeability, he shall file a letter of appeal within fifteen (15) days, stating the facts and his conclusions of disagreement with the Company's position, in classifying the vehicle-accident as chargeable. If the Review Board's decision is appealed as above, the Safety Director's fee will be paid by the Company if the vehicle-accident is judged as "not chargeable" or will be paid by the Operator if the vehicle-accident is judged "chargeable". If after fifteen (15) days from the date of the Board's decision, the Operator has not filed a request for appeal and posted an amount to cover the Safety Director's fee, the vehicle-accident will be deemed chargeable.

Section K

Forms

Annual Certification of Violations

49 CFR 391.27 Record of violations.

(a) Each motor carrier shall, at least once every 12 months, require each driver it employs to prepare and furnish it with a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted or on account of which he/she has forfeited bond or collateral during the preceding 12 months.

(b) Each driver shall furnish the list required in accordance with paragraph (a) of this section. If the driver has not been convicted of, or forfeited bond or collateral on account of, any violation which must be listed, he/she shall so certify.

Section 1

TO BE COMPLETED BY DRIVER – CERTIFICATION OF VIOLATIONS

I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past 12 months (1/1/20-- - 12/31/201--).

If you have had no violations, indicate **NONE** on the first line.

Date of Conviction	Offense	Location (City/State)	Type of Motor Vehicle Operated
1.			
2.			
3.			

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

Driver Name (Print)

Employee Number

Driver Signature

Date:

Section 2

ANNUAL REVIEW OF DRIVING RECORD

Driver's Information:

This day I reviewed the driving record of the above named driver in accordance with 391.25 of the Federal Motor Carrier Safety Regulations. I considered any evidence that the driver has violated applicable provisions of the Federal Motor Carrier Safety Regulations and the Hazardous Materials Regulations. I considered the driver's accident record and any evidence that he/she has violated laws governing the operation of motor vehicles, and gave great weight to violations, such as speeding, reckless driving and operating under the influence of alcohol or drugs, that indicated that the driver has exhibited a disregard for safety of the public.

Having done the above, I find that

☐ the driver meets the minimum requirements for safe driving, or

☐ the driver is disqualified to drive a motor vehicle pursuant to 391.15.

Reviewed By: Wes Pemble

Signature of Reviewer

Date Of Review

Director of Safety & Compliance

Maintain this document in the driver's qualification file. This document may be purged after 3 year s from date of execution.

Section K

Forms

Notification of Traffic Violation	
Driver's Name	
Driver's License Number & State	
Date of Conviction	
Offense Convicted of	
Committed in Commercial Vehicle?	
Location of Offense	
Signature of Driver	

§ 383.31 Notification of convictions for driver violations.

(a) Each person who operates a commercial motor vehicle, who has a commercial driver's license issued by a State or jurisdiction, and who is convicted of violating, in any type of motor vehicle, a State or local law relating to motor vehicle traffic control (other than a parking violation) in a State or jurisdiction other than the one which issued his/her license, shall notify an official designated by the State or jurisdiction which issued such license, of such conviction. The notification must be made within 30 days after the date that the person has been convicted.

(b) Each person who operates a commercial motor vehicle, who has a commercial driver's license issued by a State or jurisdiction, and who is convicted of violating, in any type of motor vehicle, a State or local law relating to motor vehicle traffic control (other than a parking violation), shall notify his/her current employer of such conviction.

(c) Notification. The notification to the State official and employer must be made in writing and contain the following information:

- (1) Driver's full name;
- (2) Driver's license number;
- (3) Date of conviction;
- (4) The specific criminal or other offense(s), serious traffic violation(s), and other violation(s) of State or local law relating to motor vehicle traffic control, for which the person was convicted and any suspension, revocation, or cancellation of certain driving privileges which resulted from such conviction(s);
- (5) Indication whether the violation was in a commercial motor vehicle;
- (6) Location of offense; and
- (7) Driver's signature.

Section L Appendices

Appendix 1

Federal Physical Guidelines

FEDERAL PHYSICAL GUIDELINES

THE DRIVER'S ROLE

Responsibilities, work schedules, physical and emotional demands, and lifestyles among commercial drivers vary by the type of driving that they do. Some of the main types of drivers include the following: turn around or short relay (drivers return to their home base each evening); long relay (drivers drive 9-11 hours and then have at least a 10-hour off-duty period); straight through haul (cross country drivers); and team drivers (drivers share the driving by alternating their 5-hour driving periods and 5-hour rest periods.)

The following factors may be involved in a driver's performance of duties: abrupt schedule changes and rotating work schedules, which may result in irregular sleep patterns and a driver beginning a trip in a fatigued condition; long hours; extended time away from family and friends, which may result in lack of social support; tight pickup and delivery schedules, with irregularity in work, rest, and eating patterns; adverse road, weather and traffic conditions, which may cause delays and lead to hurriedly loading or unloading cargo in order to compensate for the lost time; and environmental conditions such as excessive vibration, noise, and extremes in temperature.

Transporting passengers or hazardous materials may add to the demands on the commercial driver. There may be duties in addition to the driving task for which a driver is responsible and needs to be fit. Some of these responsibilities are: coupling and uncoupling trailer(s) from the tractor, loading and unloading trailer(s) (sometimes a driver may lift a heavy load or unload as much as 50,000 lbs. of freight after sitting for a long period of time without any stretching period); inspecting the operating condition of tractor and/or trailer(s) before, during and after delivery of cargo; lifting, installing, and removing heavy tire chains; and, lifting heavy tarpaulins to cover open top trailers. The above tasks demand agility, the ability to bend and stoop, the ability to maintain a crouching position to inspect the underside of the vehicle, frequent entering and exiting of the cab, and the ability to climb ladders on the tractor and/or trailer(s). In addition, a driver must have the perceptual skills to monitor a sometimes complex driving situation, the judgment skills to make quick decisions, when necessary, and the manipulative skills to control an oversize steering wheel, shift gears using a manual transmission, and maneuver a vehicle in crowded areas.

§391.45 PHYSICAL QUALIFICATIONS FOR DRIVERS

(a) A person shall not drive a commercial motor vehicle unless he is physically qualified to do so and, except as provided in §391.67, has on his person the original, or a photographic copy, of a medical examiner's certificate that he is physically qualified to drive a commercial motor vehicle.

(b) A person is physically qualified to drive a motor vehicle if that person:

- (1) Has no loss of a foot, a leg, a hand, or an arm, or has been granted a Skill Performance Evaluation (SPE) Certificate (formerly Limb Waiver Program) pursuant to §391.49.
- (2) Has no impairment of: (i) A hand or finger which interferes with prehension or power grasping; or (ii) An arm, foot, or leg which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or any other significant limb defect or limitation which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or has been granted a SPE Certificate pursuant to §391.49.
- (3) Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control;
- (4) Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis, or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure.
- (5) Has no established medical history or clinical diagnosis of a

respiratory dysfunction likely to interfere with his ability to control and drive a commercial motor vehicle safely.

(6) Has no current clinical diagnosis of high blood pressure likely to interfere with his ability to operate a commercial motor vehicle safely.

(7) Has no established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular, or vascular disease which interferes with his ability to control and operate a commercial motor vehicle safely.

(8) Has no established medical history or clinical diagnosis of epilepsy or any other condition which is likely to cause loss of consciousness or any loss of ability to control a commercial motor vehicle;

(9) Has no mental, nervous, organic, or functional disease or psychiatric disorder likely to interfere with his ability to drive a commercial motor vehicle safely;

(10) Has distant visual acuity of at least 20/40 (Snellen) in each eye without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses, distant binocular acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses, field of vision of at least 70 degrees in the horizontal meridian in each eye, and the ability to recognize the colors of traffic signals and devices showing standard red, green and amber;

(11) First perceives a forced whispered voice in the better ear not less than 5 feet with or without the use of a hearing aid, or, if tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz and 2,000 Hz with or without a hearing device when the audiometric device is calibrated to the American National Standard (formerly ASA Standard) Z24.5-1951;

(12) (i) Does not use a controlled substance identified in 21 CFR 1308.11 Schedule I, an amphetamine, a narcotic, or any other habit-forming drug. (ii) Exception: A driver may use such a substance or drug, if the substance or drug is prescribed by a licensed medical practitioner who: (A) Is familiar with the driver's medical history and assigned duties; and (B) Has advised the driver that the prescribed substance or drug will not adversely affect the driver's ability to safely operate a commercial motor vehicle; and

(13) Has no current clinical diagnosis of alcoholism

General Information

The purpose of this examination is to determine a driver's physical qualification to operate a commercial motor vehicle (CMV) in interstate commerce according to the requirements in 49 CFR 391.41-49. Therefore, the medical examiner must be knowledgeable of these requirements and guidelines developed by the FMCSA to assist the medical examiner in making the qualification determination. The medical examiner should be familiar with the driver's responsibilities and work environment and is referred to the section on the form, **The Driver's Role**.

In addition to reviewing the **Health History** section with the driver and conducting the physical examination, the medical examiner should discuss common prescriptions and over-the-counter medications relative to the side effects and hazards of these medications while driving. Educate the driver to read warning labels on all medications. History of certain conditions may be cause for rejection, particularly if required by regulation, or may indicate the need for additional laboratory tests or more stringent examination perhaps by a medical specialist. These decisions are usually made by the medical examiner in light of the driver's job responsibilities, work schedule and potential for the conditions to render the driver unsafe.

Medical conditions should be recorded even if they are not cause for denial, and they should be discussed with the driver to encourage

Section L Appendices

Appendix 1

Federal Physical Guidelines

appropriate remedial care. This advice is especially needed when a condition, if neglected, could develop into a serious illness that could affect driving. If the medical examiner determines that the driver is fit to drive and is also able to perform non-driving responsibilities as may be required, the medical examiner signs the medical certificate which the driver must carry with his/her license. The certificate must be dated.

Under current regulations, the certificate is valid for two years, unless the driver has a medical condition that does not prohibit driving but does require more frequent monitoring. In such situations, the medical certificate should be issued for a shorter length of time. The physical examination should be done carefully and at least as complete as is indicated by the attached form. Contact the FMCSA at (202) 366-1790 for further information (a vision exemption, qualifying drivers under 49 CFR 391.64, etc.).

Interpretation of Medical Standards

Since the issuance of the regulations for physical qualifications of commercial drivers, the Federal Motor Carrier Safety Administration (FMCSA) has published recommendations called Advisory Criteria to help medical examiners in determining whether a driver meets the physical qualifications for commercial driving. These recommendations have been condensed to provide information to medical examiners that (1) is directly relevant to the physical examination and (2) is not already included in the medical examination form. The specific regulation is printed in *italics* and it's reference by section is highlighted.

Federal Motor Carrier Safety Regulations -Advisory Criteria-

Loss of Limb:

§391.41(b)(1)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no loss of a foot, leg, hand or an arm, or has been granted a Skill Performance Evaluation (SPE) Certificate pursuant to Section 391.49.

Limb Impairment:

§391.41(b)(2)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no impairment of: (i) A hand or finger which interferes with prehension or power grasping; or (ii) An arm, foot, or leg which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or (iii)

Any other significant limb defect or limitation which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or (iv) Has been granted a Skill Performance Evaluation (SPE) Certificate pursuant to Section 391.49.

A person who suffers loss of a foot, leg, hand or arm or whose limb impairment in any way interferes with the safe performance of normal tasks associated with operating a commercial motor vehicle is subject to the Skill Performance Evaluation Certification Program pursuant to section 391.49, assuming the person is otherwise qualified. With the advancement of technology, medical aids and equipment modifications have been developed to compensate for certain disabilities. The SPE Certification Program (formerly the Limb Waiver Program) was designed to allow persons with the loss of a foot or limb or with functional impairment to qualify under the Federal Motor Carrier Safety Regulations (FMCSRs) by use of prosthetic devices or equipment modifications which enable them to safely operate a commercial motor vehicle. Since there are no medical aids equivalent to the original body or limb, certain risks are

still present, and thus restrictions may be included on individual SPE certificates when a State Director for the FMCSA determines they are necessary to be consistent with safety and public interest.

If the driver is found otherwise medically qualified (391.41(b)(3) through (13)), the medical examiner must check on the medical certificate that the driver is qualified only if accompanied by a SPE certificate. The driver and the employing motor carrier are subject to appropriate penalty if the driver operates a motor vehicle in interstate or foreign commerce without a current SPE certificate for his/her physical disability.

Diabetes

§391.41(b)(3)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control. Diabetes mellitus is a disease which, on occasion, can result in a loss of consciousness or disorientation in time and space. Individuals who require insulin for control have conditions which can get out of control by the use of too much or too little insulin, or food intake not consistent with the insulin dosage. Incapacitation may occur from symptoms of hyperglycemic or hypoglycemic reactions (drowsiness, semiconsciousness, diabetic coma or insulin shock).

The administration of insulin is, within itself, a complicated process requiring insulin, syringe, needle, alcohol sponge and a sterile technique. Factors related to long-haul commercial motor vehicle operations, such as fatigue, lack of sleep, poor diet, emotional conditions, stress, and concomitant illness, compound the dangers, the FMCSA has consistently held that a diabetic who uses insulin for control does not meet the minimum physical requirements of the FMCSRs.

Hypoglycemic drugs, taken orally, are sometimes prescribed for diabetic individuals to help stimulate natural body production of insulin. If the condition can be controlled by the use of oral medication and diet, then an individual may be qualified under the present rule. CMV drivers who do not meet the Federal diabetes standard may call (202) 366-1790 for an application for diabetes exemption.

(See Conference Report on Diabetic Disorders and Commercial Drivers and Insulin-Using Commercial Motor Vehicle Drivers at:

<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

Cardiovascular Condition

§391.41(b)(4)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse or congestive cardiac failure.

The term "has no current clinical diagnosis of" is specifically designed to encompass: "a clinical diagnosis of" (1) a current cardiovascular condition, or (2) a cardiovascular condition which has not fully stabilized regardless of the time limit. The term "known to be accompanied by" is designed to include a clinical diagnosis of a cardiovascular disease (1) which is accompanied by symptoms of syncope, dyspnea, collapse or congestive cardiac failure; and/or (2) which is likely to cause syncope, dyspnea, collapse or congestive cardiac failure. It is the intent of the FMCSRs to render unqualified, a driver who has a current cardiovascular disease which is accompanied by and/or likely to cause symptoms of syncope, dyspnea, collapse, or congestive cardiac failure. However, the subjective decision of whether the nature and severity of an individual's condition will likely cause symptoms of cardiovascular insufficiency is on an individual basis and qualification rests with the medical examiner and the motor carrier. In those cases where there

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is an occurrence of cardiovascular insufficiency (myocardial infarction, thrombosis, etc.), it is suggested before a driver is certified that he or she have a normal resting and stress electrocardiogram (ECG), no residual complications and no physical limitations, and is taking no medication likely to interfere with safe driving. Coronary artery bypass surgery and pacemaker implantation are remedial procedures and thus, not unqualifying. Implantable cardioverter defibrillators are disqualifying due to risk of syncope. Coumadin is a medical treatment which can improve the health and safety of the driver and should not, by its use, medically disqualify the commercial driver. The emphasis should be on the underlying medical condition(s) which require treatment and the general health of the driver. The FMCSA should be contacted at (202) 366-1790 for additional recommendations regarding the physical qualification of drivers on coumadin. (See Cardiovascular Advisory Panel Guidelines for the Medical examination of Commercial Motor Vehicle Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

Respiratory Dysfunction

§391.41(b)(5)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with ability to control and drive a commercial motor vehicle safely. Since a driver must be alert at all times, any change in his or her mental state is in direct conflict with highway safety. Even the slightest impairment in respiratory function under emergency conditions (when greater oxygen supply is necessary for performance) may be detrimental to safe driving. There are many conditions that interfere with oxygen exchange and may result in incapacitation, including emphysema, chronic asthma, carcinoma, tuberculosis, chronic bronchitis and sleep apnea. If the medical examiner detects a respiratory dysfunction, that in any way is likely to interfere with the driver's ability to safely control and drive a commercial motor vehicle, the driver must be referred to a specialist for further evaluation and therapy. Anticoagulation therapy for deep vein thrombosis and/or pulmonary thromboembolism is not unqualifying once optimum dose is achieved, provided lower extremity venous examinations remain normal and the treating physician gives a favorable recommendation. (See Conference on Pulmonary/Respiratory Disorders and Commercial Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

Hypertension

§391.41(b)(6)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no current clinical diagnosis of high blood pressure likely to interfere with ability to operate a commercial motor vehicle safely. Hypertension alone is unlikely to cause sudden collapse; however, the likelihood increases when target organ damage, particularly cerebral vascular disease, is present. This regulatory criteria is based on FMCSA's Cardiovascular Advisory Guidelines for the Examination of CMV Drivers, which used the Sixth Report of the Joint National Committee on Detection, Evaluation, and Treatment of High Blood Pressure (1997).

Stage 1 hypertension corresponds to a systolic BP of 140-159 mmHg and/or a diastolic BP of 90-99 mmHg. The driver with a BP in this range is at low risk for hypertension-related acute incapacitation and may be medically certified to drive for a one-year period. Certification examinations should be done annually thereafter and should be at or less than 140/90. If less than 160/100, certification may be extended one time for 3 months.

A blood pressure of 160-179 systolic and/or 100-109 diastolic is considered Stage 2 hypertension, and the driver is not necessarily unqualified during evaluation and institution of treatment. The driver is given a one time certification of three months to reduce his or her blood pressure to less than or equal to 140/90. A blood pressure in

this range is an absolute indication for anti-hypertensive drug therapy. Provided treatment is well tolerated and the driver demonstrates a BP value of 140/90 or less, he or she may be certified for one year from date of the initial exam. The driver is certified annually thereafter.

A blood pressure at or greater than 180 (systolic) and 110 (diastolic) is considered Stage 3, high risk for an acute BP-related event. The driver may **not** be qualified, even temporarily, until reduced to 140/90 or less and treatment is well tolerated. The driver may be certified for 6 months and biannually (every 6 months) thereafter if at recheck BP is 140/90 or less.

Annual recertification is recommended if the medical examiner does not know the severity of hypertension prior to treatment. An elevated blood pressure finding should be confirmed by at least two subsequent measurements on different days. Treatment includes nonpharmacologic and pharmacologic modalities as well as counseling to reduce other risk factors. Most antihypertensive medications also have side effects, the importance of which must be judged on an individual basis. Individuals must be alerted to the hazards of these medications while driving. Side effects of somnolence or syncope are particularly undesirable in commercial drivers.

Secondary hypertension is based on the above stages. Evaluation is warranted if patient is persistently hypertensive on maximal or near-maximal doses of 2-3 pharmacologic agents. Some causes of secondary hypertension may be amenable to surgical intervention or specific pharmacologic disease.

(See Cardiovascular Advisory Panel Guidelines for the Medical Examination of Commercial Motor Vehicle Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

Rheumatic, Arthritic, Orthopedic, Muscular, Neuromuscular or Vascular Disease

§391.41(b)(7)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular or vascular disease which interferes with the ability to control and operate a commercial motor vehicle safely.

Certain diseases are known to have acute episodes of transient muscle weakness, poor muscular coordination (ataxia), abnormal sensations (paresthesia), decreased muscular tone (hypotonia), visual disturbances and pain which may be suddenly incapacitating. With each recurring episode, these symptoms may become more pronounced and remain for longer periods of time. Other diseases have more insidious onsets and display symptoms of muscle wasting (atrophy), swelling and paresthesia which may not suddenly incapacitate a person but may restrict his/her movements and eventually interfere with the ability to safely operate a motor vehicle. In many instances these diseases are degenerative in nature or may result in deterioration of the involved area.

Once the individual has been diagnosed as having a rheumatic, arthritic, orthopedic, muscular, neuromuscular or vascular disease, then he/she has an established history of that disease. The physician, when examining an individual, should consider the following: (1) the nature and severity of the individual's condition (such as sensory loss or loss of strength); (2) the degree of limitation present (such as range of motion); (3) the likelihood of progressive limitation (not always present initially but may manifest itself over time); and (4) the likelihood of sudden incapacitation. If severe functional impairment exists, the driver does not qualify. In cases where more frequent monitoring is required, a certificate for a shorter period of time may be issued. (See Conference on Neurological Disorders and Commercial Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

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Epilepsy

§391.41(b)(8)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no established medical history or clinical diagnosis of epilepsy or any other condition which is likely to cause loss of consciousness or any loss of ability to control a motor vehicle.

Epilepsy is a chronic functional disease characterized by seizures or episodes that occur without warning, resulting in loss of voluntary control which may lead to loss of consciousness and/or seizures.

Therefore, the following drivers cannot be qualified: (1) a driver who has a medical history of epilepsy; (2) a driver who has a current clinical diagnosis of epilepsy; or (3) a driver who is taking antiseizure medication.

If an individual has had a sudden episode of a nonepileptic seizure or loss of consciousness of unknown cause which did not require antiseizure medication, the decision as to whether that person's condition will likely cause loss of consciousness or loss of ability to control a motor vehicle is made on an individual basis by the medical examiner in consultation with the treating physician. Before certification is considered, it is suggested that a 6 month waiting period elapse from the time of the episode. Following the waiting period, it is suggested that the individual have a complete neurological examination. If the results of the examination are negative and antiseizure medication is not required, then the driver may be qualified.

In those individual cases where a driver has a seizure or an episode of loss of consciousness that resulted from a known medical condition (e.g., drug reaction, high temperature, acute infectious disease, dehydration or acute metabolic disturbance), certification should be deferred until the driver has fully recovered from that condition and has no existing residual complications, and not taking antiseizure medication.

Drivers with a history of epilepsy/seizures off antiseizure medication **and** seizure-free for 10 years may be qualified to drive a CMV in interstate commerce. Interstate drivers with a history of a single unprovoked seizure may be qualified to drive a CMV in interstate commerce if seizure-free **and** off antiseizure medication for a 5-year period or more.

(See Conference on Neurological Disorders and Commercial Drivers at:

<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

Mental Disorders

§391.41(b)(9)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no mental, nervous, organic or functional disease or psychiatric disorder likely to interfere with ability to drive a motor vehicle safely.

Emotional or adjustment problems contribute directly to an Individual's level of memory, reasoning, attention, and judgment. These problems often underlie physical disorders. A variety of functional disorders can cause drowsiness, dizziness, confusion, weakness or paralysis that may lead to incoordination, inattention, loss of functional control and susceptibility to accidents while driving. Physical fatigue, headache, impaired coordination, recurring physical ailments and chronic "nagging" pain may be present to such a degree that certification for commercial driving is inadvisable. Somatic and psychosomatic complaints should be thoroughly examined when determining an individual's overall fitness to drive. Disorders of a periodically incapacitating nature, even in the early stages of development, may warrant disqualification. Many bus and truck drivers have documented that "nervous trouble" related to neurotic, personality, or emotional or adjustment problems is responsible for a significant fraction of their preventable accidents. The degree to which an individual is able to appreciate, evaluate and adequately respond to environmental strain and emotional stress is critical when assessing an individual's mental alertness and flexibility

to cope with the stresses of commercial motor vehicle driving. When examining the driver, it should be kept in mind that individuals who live under chronic emotional upsets may have deeply ingrained maladaptive or erratic behavior patterns. Excessively antagonistic, instinctive, impulsive, openly aggressive, paranoid or severely depressed behavior greatly interfere with the driver's ability to drive safely. Those individuals who are highly susceptible to frequent states of emotional instability (schizophrenia, affective psychoses, paranoia, anxiety or depressive neuroses) may warrant disqualification. Careful consideration should be given to the side effects and interactions of medications in the overall qualification determination. See Psychiatric Conference Report for specific recommendations on the use of medications and potential hazards for driving.

(See Conference on Psychiatric Disorders and Commercial Drivers at:

<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

Vision

§391.41(b)(10)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has distant visual acuity of at least 20/40 (Snellen) in each eye with or without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses, distant binocular acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses, field of vision of at least 70 degrees in the horizontal meridian in each eye, and the ability to recognize the colors of traffic signals and devices showing standard red, green, and amber.

The term "ability to recognize the colors of" is interpreted to mean if a person can recognize and distinguish among traffic control signals and devices showing standard red, green and amber, he or she meets the minimum standard, even though he or she may have some type of color perception deficiency. If certain color perception tests are administered, (such as Ishihara, Pseudoisochromatic, Yarn) and doubtful findings are discovered, a controlled test using signal red, green and amber may be employed to determine the driver's ability to recognize these colors.

Contact lenses are permissible if there is sufficient evidence to indicate that the driver has good tolerance and is well adapted to their use. Use of a contact lens in one eye for distance visual acuity and another lens in the other eye for near vision is not acceptable, nor telescopic lenses acceptable for the driving of commercial motor vehicles.

If an individual meets the criteria by the use of glasses or contact lenses, the following statement shall appear on the Medical Examiner's Certificate: "Qualified only if wearing corrective lenses." CMV drivers who do not meet the Federal vision standard may call (202) 366-1790 for an application for a vision exemption.

(See Visual Disorders and Commercial Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

Hearing

§391.41(b)(11)

A person is physically qualified to drive a commercial motor vehicle if that person:

First perceives a forced whispered voice in the better ear at not less than 5 feet with or without the use of a hearing aid, or, if tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz, and 2,000 Hz with or without a hearing aid when the audiometric device is calibrated to American National Standard (formerly ADA Standard) Z24.5-1951.

Since the prescribed standard under the FMCSRs is the American Standards Association (ANSI), it may be necessary to convert the audiometric results from the ISO standard to the ANSI standard. Instructions are included on the Medical Examination report form.

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If an individual meets the criteria by using a hearing aid, the driver must wear that hearing aid and have it in operation at all times while driving. Also, the driver must be in possession of a spare power source for the hearing aid.

For the whispered voice test, the individual should be stationed at least 5 feet from the examiner with the ear being tested turned toward the examiner. The other ear is covered. Using the breath which remains after a normal expiration, the examiner whispers words or random numbers such as 66, 18, 23, etc. The examiner should not use only sibilants (s sounding materials). The opposite ear should be tested in the same manner. If the individual fails the whispered voice test, the audiometric test should be administered. If an individual meets the criteria by the use of a hearing aid, the following statement must appear on the Medical Examiner's certificate

"Qualified only when wearing a hearing aid."

(See Hearing Disorders and Commercial Motor Vehicle Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medrports.htm>)

Drug Use

§391.41(b)(12)

A person is physically qualified to drive a commercial motor vehicle if that person:

Does not use a controlled substance identified in 21 CFR 1308.11, Schedule I, an amphetamine, a narcotic, or any other habit-forming drug.

Exception: A driver may use such a substance or drug, if the substance or drug is prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties; and has advised the driver that the prescribed substance or drug will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

This exception does not apply to methadone. The intent of the medical certification process is to medically evaluate a driver to ensure that the driver has no medical condition which interferes with the safe performance of driving tasks on a public road. If a driver uses a Schedule I drug or other substance, an amphetamine, a narcotic, or any other habit-forming drug, it may be cause for the driver to be found medically unqualified. Motor carriers are encouraged to obtain a practitioner's written statement about the effects on transportation safety of the use of a particular drug. A test for controlled substances is not required as part of this biennial certification process. The FMCSA or the driver's employer should be contacted directly for information on controlled substances and alcohol testing under Part 382 of the FMCSRs.

The term "uses" is designed to encompass instances of prohibited drug use determined by a physician through established medical means. This may or may not involve body fluid testing. If body fluid testing takes place, positive test results should be confirmed by a second test of greater specificity. The term "habit-forming" is intended to include any drug or medication generally recognized as capable of becoming habitual, and which may impair the user's ability to operate a commercial motor vehicle safely. The driver is medically unqualified for the duration of the prohibited drug(s) use and until a second examination shows the driver is free from the prohibited drug(s) use. Recertification may involve a substance abuse evaluation, the successful completion of a drug rehabilitation program, and a negative drug test result. Additionally, given that the certification period is normally two years, the examiner has the option to certify for a period of less than 2 years if this examiner determines more frequent monitoring is required.

(See Conference on Neurological Disorders and Commercial Drivers and Conference on Psychiatric Disorders and Commercial Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

Alcoholism

§391.41(b)(13)

A person is physically qualified to drive a commercial motor vehicle if that person:

Has no current clinical diagnosis of alcoholism.

The term "current clinical diagnosis of" is specifically designed to encompass a current alcoholic illness or those instances where the individual's physical condition has not fully stabilized, regardless of the time element. If an individual shows signs of having an alcohol-use problem, he or she should be referred to a specialist. After counseling and/or treatment, he or she may be considered for certification.

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Appendix 2 Driver Distractions

Cell Phone Use and Driver Distraction

A 2005 Australian study found that drivers are four times as likely to get into an accident serious enough to injure them when using a cell phone. These findings echoed the results of a 1997 Canadian study, which linked cell phone usage to increased property damage.

Whether we choose to admit it or not, driving while yakking (DWY) is a distraction that may decrease our ability to operate our vehicle safely and effectively. The Insurance Institute for Highway Safety (IIHS) analyzed the results of over 120 cell phone studies. They found that nearly all of the studies reported that some aspects of driver performance were affected by the mental distraction associated with cell phone use. The IIHS reported that phone conversation tasks typically decreased travel speeds, and increased reaction times, lane deviations, and steering wheel movements.

Cell phones pose a serious risk because they distract from driving!

What About Hands-Free Phones?

One would think that using a hands-free phone would solve the problem - it leaves you with two hands on the wheel, right? Not necessarily. Most hands-free users are using some form of headphone or earphone. These often ill-fitting devices have frequent volume problems and can themselves be a source of distraction. The IIHS reported that a driver's likelihood of getting into an accident increases fourfold when talking on a wireless phone, whether handheld or hands-free. The National Highway Traffic Safety Administration (NHTSA) researched whether using phones hands-free makes a difference; it actually had to change its "test headphone" from an earclip design to a headband-style design (which runs over the crown of the head) to assure that test-drivers wouldn't have to use their hands to repeatedly adjust the earclips.

What may come as an interesting surprise is that, even if a cell phone is being used completely hands-free, the risk of having an accident doesn't seem to be reduced. **The act of conversing on the phone - not holding the phone to your ear - is the more dangerous distraction.** There is enough data to suggest that although hands-free phones eliminate the physical distraction of handling phones, the cognitive distraction still remains. Emotional conversations in particular seem to elevate risk.

Hands-free or not, there's an increased risk to DWY.

Distractions Are Everywhere

Driving is a skill that requires your full attention to safely control your vehicle and respond to events happening on the roads around you. Driving involves constant and complex coordination between your mind and body. Events or things that prevent you from operating your vehicle safely are distractions.

There are four types of driver distractions; Visual, Audible, Cognitive, and Manual.

Eyes off the road - Visual

Listening to someone talking - Audible

Mind off the road - Cognitive

Hands off the steering wheel - Manual

When you think about the actions you make in your vehicle, other than just driving, you can see that they often involve more than one type of distraction. For instance, if you change your radio station,



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you take a hand off the steering wheel to press a button, and take your eyes off the road to look at what button you want to press.

Driving Distractions Study

Driver distractions are the leading cause of vehicle crashes and near-crashes. According to a study released by the National Highway Traffic Safety Administration (NHTSA) and the Virginia Tech Transportation Institute (VTTI), 80% of crashes and 65% of near-crashes involve some form of driver distraction. The distraction occurred within three seconds before the vehicle crash!

According to the NHTSA and VTTI study, the principal actions that cause distracted driving and lead to vehicle crashes are:

- Cell phone use.
- Reaching for a moving object inside the vehicle.
- Looking at an object or event outside of the vehicle.
- Reading.
- Applying makeup.

Drivers who engage more frequently in distracted driving are more likely to be involved in a vehicle crash or near-crash.

“Dial D” for Disaster

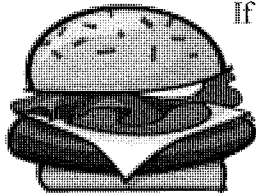
Cell phone use has become so popular these days that many times we don’t realize when, where, and how often we are utilizing our “cellular telephones.” Cell phone use while driving has increased significantly within the last few years so that at any typical daytime moment, as many as 10% of drivers are using either a hand-held or hands-free phone.



Studies have shown that driving performance is lowered and the level of distraction is higher for drivers who are heavily engaged in cell phone conversations. The use of a hands-free device does *not* lower distraction levels. The percentage of vehicle crashes and near-crashes attributed to dialing is nearly identical to the number associated with talking or listening.

Make and finish your cell phone calls before you start your vehicle and drive. If your phone rings while you are driving, let your voicemail pick up the call. If you must answer your phone, pull over to a safe location and park before using your cell phone.

Are You Eating a Crash Diet?



If you are eating while driving, you are focusing on your food and not on your driving. You are not only chewing and swallowing; you are also opening packages, unwrapping and re-wrapping food, reaching, leaning, spilling, wiping, and cleaning yourself or your vehicle. These are quite a number of distractions for one driver. You are safer when you stop to eat or drink.

Are You Being Driven to Distraction?

When making your announcements you should inform your passengers that driving is an important job and that you must concentrate when you are behind the wheel. Don’t try to handle passenger’s questions and comments while you are driving.

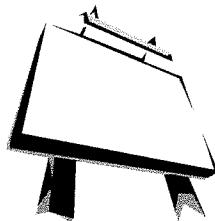
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Looks Can Kill...

Looking out your window at what you are passing while you are driving can be a distraction if you are concentrating on getting a good look at:

- an accident
- a vehicle pulled over by law enforcement
- construction work
- a billboard advertisement
- a scenic view
- street names and addresses



Always focus on your driving. It's crucial that you remain alert while on the road to arrive at your destination safely.

Turning Dials Can Turn Your Head

Making destination entries on a GPS device, radio surfing for a good song, or adjusting your vehicle's climate controls are distracting activities that can put you in danger of a vehicle crash or near-crash. The availability of in-vehicle Internet and e-mail access from cell phones, blackberries, and other portable devices are added distractions that increase your risk of a crash if you engage in these activities while driving.

- Adjust vehicle's controls (climate controls, mirrors, radio, seat, etc.) before you begin to drive and at your stops.
- Check your e-mail, voicemail, and any other portable devices you have before you begin driving and at your stops.



Undistracted Driving

When you are driving, the condition of the roadway you are on and the behavior of other drivers can change abruptly, leaving you little or no time to react. When you are driving, follow these rules:

- Stay focused.
- Pay attention.
- Expect the unexpected.

Driver distractions reduce your awareness to your driving environment, your decision-making process and your driving performance. This results in crashes or near-crashes and corrective actions having to be taken by you and/or other drivers on the road.

Drive safe and stay alive. Keep your mind on your driving, keep your eyes on the road, and your hands on the wheel!

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Appendix 3

Driver Alertness Impairment

DRIVER SAFETY & ALERTNESS

Statistics: 16+ hours of sustained wakefulness leads to a performance degradation equal to a BAC (Blood Alcohol Content) of .05
22+ hours of sustained wakefulness leads to a performance degradation equal to a BAC of .10 (this is at or above the limits established by all States for "Driving While Intoxicated")

~ Shiftwork, Fatigue & Performance ~

Circadian Rhythm "Peaks/Valleys"& The Risk of Driving While Drowsy

There are two circadian functions that we can observe on our own without complex measurements: changes in temperature and changes in drowsiness. These two are usually closely related and are most significant from 3:00 to 5:00 AM and again 3:00 to 5:00 PM (Figure 1). As core body temperature decreases, drowsiness increases. Melatonin levels are substantially increased (a strong contributor to drowsiness). At the same time there is an increase firing of the brain's sleep-inducing organs. These inhibit the neural system/structures that keep our brain in the active waking state. This is the same system that acts on the brain of the baby rocked to sleep by its parent. Before sleep (bedtime), the brain begins a firing pattern that is characteristic to initial stages of sleep. With the depression in the activity of the neural system, we quickly lose interest in demanding intellectual activities. Soon the only thing we can think of is sleep. Once we rest in an undisturbed place, we drift into "dreamland".

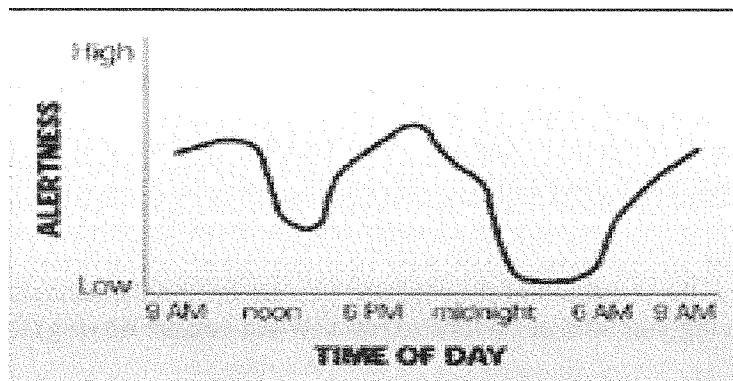


Figure 1

The risk of danger increases when sleepy people have a critical task to perform, like driving. In a *National Sleep Foundation* poll, half of Americans (51%) reported driving while drowsy during the past year and nearly one out of five (17%) say they have actually dozed off behind the wheel. According to the *National Highway Traffic Safety Administration*, 100,000 auto accidents occur each year because of "fall-asleep" crashes (a very conservative estimate). A study by the *AAA Foundation for Traffic Safety* identified lifestyle factors that contribute to sleepy driving. People who hold more than one job, who get six hours or less of sleep, or who drive between midnight and 6 a.m. are at significantly higher risk of a drowsy driving crash. Other studies show that sleep-deprived drivers have reactions like those of people who have been drinking alcohol. Your performance, particularly of critical tasks, is equally impaired by 16 hours of continuous wakefulness or a .05 BAC. Something to think about if you're planning a trip.

Planning A Trip (Driving Strategies)

If you are planning a long trip in your personal car, use the following tips for avoiding fatigue:

- Prepare for your trip by getting a good night's sleep the night before. Plan to drive during the time that you are normally awake, and stay overnight rather than traveling straight through.
- If you can, avoid driving during the body's "down time". According to AAA, this is generally in the mid-afternoon and between midnight and 6:00 a.m.
- Schedule a break every 2 hours or every 150 miles. Take a nap, stretch, take a walk and get some exercise before resuming your trip.

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Appendix 3

Driver Alertness Impairment

- Take a nap in dark, quiet room. Even a short 30-45 minute "power-nap" has proven effective in improving alertness and countering sleep imbalance.
- Stop sooner if you show any warning signs of drowsiness & fatigue.

"Tricks" that do not work: Opening the window, turning on the air conditioning, or playing loud music are not effective in keeping drivers alert for any extended period of time.

Recognizing Fatigue

It is important for supervisors and co-workers to recognize fatigue's signs and symptoms, to know what to look for in others. Fatigue impacts hand-eye skills, judgment, decision-making, etc. Risky behavior increases and the quality of work decreases.

- Degraded performance while driving, monitoring equipment, operating and maintaining equipment, performing medical procedures, etc. translates into degraded vigilance and decision-making. Your margin for error (or safety margin) is decreased.
- Poor memory (forgetful), poor decisions, apathetic, lethargic, bad mood, and nodding off.
- Decreased hand-eye coordination, and poor communication and information processing.
- Poor decision-making (fixation on certain aspects of a situation to the neglect of other information).
- Poorer performance despite increased effort. We are poor judges of our own performance levels.
- Slowed/Increased Reaction Time: it takes longer to react to unsafe conditions, and to shut down equipment in time and to avoid any roadway obstructions.
- Reduced vigilance and lower alertness levels.
- Lapses in Attention: inability to concentrate and keep a visual scan of instruments and gauges.
- "I just want to get finished" attitude. We tend to press the envelope of safety more because we are too tired to realize how badly the fatigue is affecting our performance, or we *just want to be finished*. We also accept lower standards.

Warning signs of drowsiness & fatigue:

If you...

- can't remember the last few miles driven
- have wandering or disconnected thoughts
- experience difficulty focusing/keeping eyes open
- have trouble keeping your head up
- drift from lanes or hit a rumble strip
- yawn repeatedly
- tailgate or miss traffic signs
- find yourself jerking your vehicle back into lane

...then you may be suffering from drowsiness or fatigue. Continuing to drive in this condition puts you at serious risk of being involved in a fatigue-related crash. You should pull over in a safe place and get some rest before resuming your trip.

What you can do to stay alert while driving:

- The best approach is to get adequate rest beforehand, if possible take a break every two hours or every 150 miles. It helps to take a nap, stretch, take a walk or get some exercise before resuming your trip.
- Sleep/take naps: Your best bet is to get enough sleep every day. If you must stay up late, afternoon naps are a great way to get more sleep. If you feel drowsy while driving, stop and take a break. Make sure to pull over in a safe place.
- Caffeine: Avoid caffeine during the last half of your workday as it may contribute to sleeping problems. You can gain short-term alertness by drinking coffee or other caffeine sources if driving, but it usually takes 30 minutes to take affect and wears off after a few hours.
- Regular stops: You should stop every 150 miles or 2 hours.
- Avoid Alcohol: If you have been drinking, please don't drive! In addition to being illegal, alcohol makes you sleepy and amplifies your fatigue.

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Appendix 3

Driver Alertness Impairment

Foods with Sleep-Inducing (Tryptophan)

& Stimulating (Tyrosine/Caffeine) Effects

Foods with Tryptophan (SLEEP-INDUCING EFFECTS):

• Bananas & Pineapple	• Meat (Beef)
• Cheese	• Milk
• Eggs	• Potatoes
• Ice Cream	• Turkey
• Lobster	• Valerian Tea

Foods with Tyrosine/Caffeine (STIMULATING EFFECTS):

• Avocados	• Ginger Ale
• Beef (Aged)	• Horseradish
• Cheese (Aged)	• Persimmon
• Chicken & Fish	• Pickled Herring
• Chocolate	• Sour Cream
• Coca Cola & Coffee	• Soy Sauce
• Figs (Canned)	• Sprouts
• Garlic	• Yogurt

Summary:

- As fatigue levels rise, driving performance decreases.
- Fatigue is a form of impairment and driving while fatigued, like driving drunk, can be difficult and dangerous
- We can all benefit from watching our sleep schedule closely

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Appendix 4 Logbook Regulations

Calculating the 70-HOUR RULE

Easy way to calculate how many hours the driver has available on the 70-Hour Rule at the beginning of each day:

Step 1 Merely total the last 7-days On Duty time
(Driving Time + On Duty not Driving time)

Step 2 Subtract total from 70

You now know how many hours you have available (to drive & work) when you begin your day today!

Step 1		Step 2
Date:	Hours Worked Driving Time + On Duty not Driving = Total On Duty Time	Subtract Total from 70
January 1	10	
January 2	0	
January 3	11	
January 4	10	
January 5	9	
January 6	9	
January 7	10	
January 8 (Today)		<u>11</u> Hours Available Today

Example:

Go to work on the morning of January 8. How many hours do you have available when you begin work today?

Step 1 Add the last 7-days Total Hours Worked = 59 Total Hours

Step 2 Subtract from 70 = 11 Hrs Available Today

You now have 11 hours available to work when you start today January 8th

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Appendix 4

Logbook Regulations

OTHER LOGBOOK REGULATIONS DRIVERS ARE REQUIRED TO BE AWARE OF:

49 CFR 395.8f

The driver's activities SHALL be recorded in accordance with following 12 provisions

- 1) Current to LAST change of duty status!!!!
- 2) Entries made by driver ONLY
- 3) Today's date
- 4) Total Miles DRIVING
- 5) Vehicle Identification (unit number)
- 6) Name of Motor Carrier (preprinted on form)
- 7) Signature is legal certification that document is correct
- 8) Time Base- most of our driver will ALWAYS use Central Time
- 9) Main Office address is preprinted on document
- 10) More than one day **off duty** on same page
- 11) Total hours in each category
- 12) Shipping Document numbers – This does not apply to passenger-carrying vehicles but it is a good idea to use Run Number/s or write "Passengers"

49 CFR 395.8h5 (see Interpretation #1)

Short stops less than 15 minutes MAY be "flagged"

This is the driver's option, but they MUST either draw a line or "flag" each stop (change of duty status)

Why do we log short stops??

- 1) It's REQUIRED
- 2) It keeps us from logging violations of the 10 Hour Rule that do not exist

49 CFR 395.8k2

Retention of Log

Driver must have IN POSSESSION 7 Previous days at **all** times while On Duty

(Total 8 days logs: 7 previous plus today)

Timely Submission of Logs to Company:

Driver's logs should be submitted to the Company along with the Daily Trip Envelope.

For more information relating to logbook requirements, see 49 CFR Part 395

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Appendix 5

Pre & Post Trip Inspection Procedures

Perform Pre-Trip/Post-Trip Inspections of the motorcoach:

Safety is the most important reason you inspect your motorcoach; safety for yourself, your passengers, and for other road users. A vehicle defect found during an inspection could save you problems later. You might prevent a breakdown on the road that would cost time and dollars, or even worse, a crash caused by the defect.

Check the Following Before Starting The Engine:

1. Fluid Levels

- a. Oil
- b. Transmission Fluid
- c. Coolant Levels
- d. Windshield Washer Fluid
- e. Power Steering Fluid
- f. Fluid Leaks-Puddles Under Engine

2. **Belts for Tightness** and excessive wear (alternator, water pump, air compressor) – know how much “give” the belts should have when adjusted correctly, and check each one.

3. Electrical Cables In Engine & Battery Compartments

- a. CABLE insulation chafed, frayed, damaged, burnt, causing bare cable to be exposed.
 - i. Note: Cable is the power-conveying part of a high wattage/voltage electrical system. It usually has no circuit overload protection. This might include battery to electrical starter, or alternator to battery.
- b. Loose or corroded connections at battery posts or unsuitable insulated protection to electrical components

4. Air Leak Rate (Static Test) – Engine Off

With the air system fully charged (typically approximately 120 PSI), shut down the engine:

- a. With the Parking Brake released and the air system fully charged, make a full service brake application (foot pedal)
 - i. (After the initial pressure drop, the loss rate should be no more than 3 PSI in 60 seconds – timed).
- b. Check the Low Air Warning Device
 - i. Leave the Parking Brake released and turn the key to the on position without starting the engine. Rapidly apply and release (pump) the service brake pedal to reduce air reservoir pressure. The low air pressure-warning signal must come on before the pressure drops to less than 60 PSI in the air tank. This signal must be visual (usually a light on the dash near the air pressure gage) and may (not required) also include an audible warning such as a bell or buzzer.
- c. Ensure that the Spring Brakes (Parking/Emergency Brakes) come on automatically.

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Pre & Post Trip Inspection Procedures

- i. Continue to rapidly apply and release the service brake pedal to further reduce air reservoir pressure. The parking brake button should pop out when the air pressure falls to the manufacturer's specification pressure (usually between 20 to 40 PSI). This causes the spring brakes (emergency brakes) to apply.

The Following May be Inspected with the Engine Running & Parking Brake Set

5. Tires & Wheels

- a. Tread Depth
 - i. Steering Axle: Company Policy Requires Min. Tread Depth 6/32" in Major Tread Groove
 - ii. Drive & Tag Axles: Company Policy requires Min. Tread Depth 4/32" in Major Tread Groove
- b. Cuts & Abrasions
- c. Loose/Separated Tread
- d. Air Pressure – Bump Tires
- e. Loose/Missing Lug Nuts
- f. Broken/Missing Lug Bolts
- g. Rust Trails
- h. Cracked Wheels
- i. Oil on Tire or Wheel

6. Steering System Free-Play

- a. Check for steering wheel free-play with engine running
 - i. Slowly turn the steering wheel one way until a spoke of the steering wheel can be aligned with a stationary object in the drivers' area (the turn signal lever usually works very well). Turn the wheel back the other direction until the front tires begin to move. Stop - Measure the distance the outer circumference of the steering wheel has moved. Most motorcoaches are equipped with 20" diameter steering wheels. If the measured distance is more than 5 1/4", there is a serious problem with the steering linkage and the motor coach should not be used until repaired

7. Wheelchair Lift

- a. Cycle the Chair Lift
- b. Ensure Wheelchair Securement Devices (straps) are present & functional
- c. Check for leaking, damaged or missing parts
- d. Lift should be fully retracted and latched securely

8. Baggage Bins

- a. Doors are not damaged and operate correctly
- b. Dry/Clean
- c. Bin interior lights are functional
- d. Bin Door Safety Pins/Clips/Suspension Cables
- e. Securely closed and latched

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Appendix 5

Pre & Post Trip Inspection Procedures

9. Adjustments/Controls

- a. Mirrors Clean & Properly Adjusted
- b. Windshield Washer/Wipers
- c. Air Conditioner/Heater - If the vehicle is expected to be operated in ambient temperatures that may be detrimental to human health (hot/cold), the appropriate heater or air conditioning system must be functional
- d. Defroster
- e. Driver Heater/Vent
- f. Horn – the vehicle must be equipped with an audible horn (may be air or electrical)
- g. Destination Sign/Marquis
- h. Lights – Instrument Panel
- i. PA System Function & Adjustments

10. Lighting Devices

- a. Headlights – High & Low Beam
- b. Turn Signals – Both Front & Rear
- c. 4-Way Flashers
 - i. It is important to check these separately from the turn signal as they operate on a separate flasher
- d. Identification Lights – Front/Rear – ID lights are the three-light clusters along the vertical centerline of the vehicle and must display amber to the front and red to the rear
- e. Side Marker Lights – 3 (or more) along each side
- f. Rear License Plate Lamp
- g. Reflectors – side & rear
- h. Stop Lamps
- i. Tail Lamps

11. Fuel Tank

- a. See that fuel tank is not leaking and the fuel cap is in place
- b. Ensure there is enough fuel to complete the run

12. Cabin Interior

- a. Entry Door operates smoothly and closes securely
- b. Handrails/holds are secure/the step light(s) are working
- c. Entry Steps are clear, with the treads not loose or worn
- d. Emergency Exits (windows & roof hatches) are closed and secure from the inside.
 - i. These must be secured by their appropriate latches. Wire, duct tape, rope, etc, are NOT allowed and the coach the vehicle may not be operated unless the appropriate latches are in place and functional.
- e. Restroom – Occupied Light/Door Lock
- f. Seats/Headrest/Overhead Racks
- g. Exhaust fumes leaking into passenger cabin

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Pre & Post Trip Inspection Procedures

13. Emergency Equipment

- a. Fire Extinguisher securely stowed, fully charged, & readily accessible
- b. 3 Triangular Warning Reflectors readily accessible
- c. Tag Axle Chain (Where Applicable)

14. Air System Check

- a. Air Compressor Governor Cut Out (Max 130 PSI)
 - i. With the engine running, and with no extra draw on the air system, the maximum pressure observed on the air pressure gage should be 110-120 lbs. when fully charged. In no case should it exceed 130 lbs. If it exceeds 130, the compressor governor is not functioning correctly and the coach should not be operated until repaired.
- b. Air Compressor Governor Cut In (Min 85-105 PSI)
 - i. With the engine running, pump the brake pedal until the pressure gage reads less than 80 lbs. Observe the pressure gage. It should begin to increase, building the pressure up to maximum operating pressure. If it fails to increase after bring it down to <80 lbs, the compressor governor is not functioning correctly and the coach should not be operated until repaired.

15. Brake Test - Engine Running

- a. Full Service Brake Application (Max Loss 10 PSI)
- b. Move Bus Less Than 2 MPH - Stop With Parking Brake
- c. Move Bus Less Than 2 MPH - Apply full service brake, observe steering wheel pull

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Appendix 6

Federal Motor Carrier Safety Regulations – 396, Appendix G Defects That Will Render A Vehicle Incapable of Being Dispatched for Service

Interpretation to Federal Motor Carrier Safety Regulation 396.11

Question 6: Does §396.11(c) require a motor carrier to effect repairs of all items listed on a DVIR prepared by a driver before the vehicle is subsequently driven?

Guidance: The motor carrier must effect repairs of defective or missing parts and accessories listed in Appendix G to the FMCSRs before allowing the vehicle to be driven.

The following is CFR 396, Appendix G as referenced in the above Interpretation:

Appendix G to Subchapter B

Minimum Periodic Inspection Standards

A vehicle does not pass an inspection if it has one of the following defects or deficiencies:

1. Brake System.

a. Service Brakes.

- (1) Absence of braking action on any axle required to have brakes upon application of the service brakes (such as missing brakes or brake shoe(s) failing to move upon application of a wedge, S-cam, cam, or disc brake).
- (2) Missing or broken mechanical components including: shoes, lining pads, springs, anchor pins, spiders, cam rollers, push rods, and air chamber mounting bolts.
- (3) Loose brake components including air chambers, spiders, and cam shaft support brackets.
- (4) Audible air leak at brake chamber (Example ruptured diaphragm, loose chamber clamp, etc.).
- (5) Readjustment limits. The maximum stroke at which brakes should be readjusted is given below. Any brake $\frac{1}{4}$ ", or more past the readjustment limit or any two brakes less than $\frac{1}{4}$ ", beyond the readjustment limit shall be cause for rejection. Stroke shall be measured with engine off and reservoir pressure of 80 to 90 psi with brakes fully applied.

CLAMP TYPE BRAKE CHAMBER DATA

Type	Effective area (sq. in.)	Outside dia. (in.)	Maximum stroke at which brakes should be readjusted
6	6	4½	1¼
9	9	5¼	1 ⅜
12	12	5 11/16	1 ⅜
16	16	6 ⅜	1¾
20	20	6 25/32	1¾
24	24	7 7/32	1¾ ¹
30	30	8 3/32	2
36	36	9	2¼

¹(2" for long stroke design).

(6) Brake linings or pads.

- (a) Lining or pad is not firmly attached to the shoe;
- (b) Saturated with oil, grease, or brake fluid; or

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(c) Non steering axles: Lining with a thickness less than $\frac{1}{4}$ inch at the shoe center for air drum brakes, $\frac{1}{16}$ inch or less at the shoe center for hydraulic and electric drum brakes, and less than $\frac{1}{8}$ inch for air disc brakes.

(d) Steering axles: Lining with a thickness less than $\frac{1}{4}$ inch at the shoe center for drum brakes, less than $\frac{1}{8}$ inch for air disc brakes and $\frac{1}{16}$ inch or less for hydraulic disc and electric brakes.

(7) Missing brake on any axle required to have brakes.

(8) Mismatch across any power unit steering axle of:

(a) Air chamber sizes.

(b) Slack adjuster length.

b. *Parking Brake System.* No brakes on the vehicle or combination are applied upon actuation of the parking brake control, including driveline hand controlled parking brakes.

c. *Brake Drum or Rotors.*

(1) With any external crack or cracks that open upon brake application (do not confuse short hairline heat check cracks with flexural cracks).

(2) Any portion of the drum or rotor missing or in danger of falling away.

d. *Brake Hose.*

(1) Hose with any damage extending through the outer reinforcement ply. (Rubber impregnated fabric cover is not a reinforcement ply). (Thermoplastic nylon may have braid reinforcement or color difference between cover and inner tube. Exposure of second color is cause for rejection).

(2) Bulge or swelling when air pressure is applied.

(3) Any audible leaks.

(4) Two hoses improperly joined (such as a splice made by sliding the hose ends over a piece of tubing and clamping the hose to the tube).

(5) Air hose cracked, broken or crimped.

e. *Brake Tubing*

(1) Any audible leak.

(2) Tubing cracked, damaged by heat, broken or crimped

f. *Low Pressure Warning Device* missing, inoperative, or does not operate at 55 psi and below, or $\frac{1}{2}$ the governor cut out pressure, whichever is less.

g. *Tractor Protection Valve.* Inoperable or missing tractor protection valve(s) on power unit.

h. *Air Compressor.*

(1) Compressor drive belts in condition of impending or probable failure.

(2) Loose compressor mounting bolts.

(3) Cracked, broken or loose pulley.

(4) Cracked or broken mounting brackets, braces or adapters.

2. Coupling Devices.

This portion has been omitted, as it has no applicability to Jefferson Lines operation.

3. Exhaust System.

a. Any exhaust system determined to be leaking at a point forward of or directly below the driver/sleeper compartment.

b. A bus exhaust system leaking or discharging to the atmosphere:

(1) Gasoline powered — excess of 6 inches forward of the rearmost part of the bus.

(2) Other than gasoline powered — in excess of 15 inches forward of the rearmost part of the bus.

(3) Other than gasoline powered — forward of a door or window designed to be opened. (Exception: emergency exits).

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c. No part of the exhaust system of any motor vehicle shall be so located as would be likely to result in burning, charring, or damaging the electrical wiring, the fuel supply, or any combustible part of the motor vehicle.

4. Fuel System.

a. A fuel system with a visible leak at any point.

b. A fuel tank filler cap missing.

c. A fuel tank not securely attached to the motor vehicle by reason of loose, broken or missing mounting bolts or brackets (some fuel tanks use springs or rubber bushings to permit movement).

5. Lighting Devices.

All lighting devices and reflectors required by Section 393 shall be operable.

6. Safe Loading.

This portion has been omitted, as it has no applicability to Jefferson Lines operation.

7. Steering Mechanism.

a. *Steering Wheel Free Play* (on vehicles equipped with power steering the engine must be running)

STEERING WHEEL FREE PLAY

Steering wheel diameter	Manual steering system	Power steering system
16"	2"	4½"
18"	2¼"	4¾"
20"	2½"	5¼"
22"	2¾"	5¾"

b. *Steering Column.*

- (1) Any absence or looseness of U-bolt(s) or positioning part(s).
- (2) Worn, faulty or obviously repair welded universal joint(s).
- (3) Steering wheel not properly secured.

c. *Front Axle Beam and All Steering Components Other Than Steering Column.*

- (1) Any crack(s).
- (2) Any obvious welded repair(s).

d. *Steering Gear Box.*

- (1) Any mounting bolt(s) loose or missing.
- (2) Any crack(s) in gear box or mounting brackets.

e. *Pitman Arm.* Any looseness of the pitman arm on the steering gear output shaft.

f. *Power Steering.* Auxiliary power assist cylinder loose.

g. *Ball and Socket Joints.*

- (1) Any movement under steering load of a stud nut.
- (2) Any motion, other than rotational, between any linkage member and it's attachment point of more than ¼ inch.

h. *Tie Rods and Drag Links.*

- (1) Loose clamp(s) or clamp bolt(s) on tie rods or drag links.

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(2) Any looseness in any threaded joint.

i. *Nuts.* Nut(s) loose or missing on tie rods pitman arm, drag link, steering arm or tie rod arm.

j. *Steering System.* Any modification or other condition that interferes with free movement of any steering component.

8. Suspension.

a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position. (After a turn, lateral axle displacement is normal with some suspensions. Forward or rearward operation in a straight line will cause the axle to return to alignment).

b. *Spring Assembly.*

(1) Any leaves in a leaf spring assembly broken or missing.

(2) Any broken main leaf in a leaf spring assembly. (Includes assembly with more than one main spring).

(3) Coil spring broken.

(4) Rubber spring missing.

(5) One or more leaves displaced in a manner that could result in contact with a tire, rim, brake drum or frame.

(6) Broken torsion bar spring in a torsion bar suspension.

(7) Deflated air suspension, i.e., system failure, leak, etc.

c. *Torque, Radius or Tracking Components.*

Any part of a torque, radius or tracking component assembly or any part used for attaching the same to the vehicle frame or axle that is cracked, loose, broken or missing. (Does not apply to loose bushings in torque or track rods.)

9. Frame

a. *Frame Members.*

(1) Any cracked, broken, loose, or sagging frame member.

(2) Any loose or missing fasteners including fasteners attaching functional component such as engine, transmission, steering gear, suspension, body parts, and fifth wheel.

b. *Tire and Wheel Clearance.* Any condition, including loading, that causes the body or frame to be in contact with a tire or any part of the wheel assemblies

c. (1) *Adjustable Axle Assemblies (Sliding Subframes).* Adjustable axle assembly with locking pins missing or not engaged.

10. Tires.

a. Any tire on any steering axle of a power unit.

(1) With less than $\frac{4}{32}$ inch tread when measured at any point on a major tread groove.

(2) Has body ply or belt material exposed through the tread or sidewall.

(3) Has any tread or sidewall separation.

(4) Has a cut where the ply or belt material is exposed.

(5) Labeled "Not for Highway Use" or displaying other marking which would exclude use on steering axle.

(6) A tube-type radial tire without radial tube stem markings. These markings include a red band around the tube stem, the word "radial" embossed in metal stems, or the word "radial" molded in rubber stems.

(7) Mixing bias and radial tires on the same axle.

(8) Tire flap protrudes through valve slot in rim and touches stem.

(9) Regrooved tire except motor vehicles used solely in urban or suburban service (see exception in §393.75(e)).

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- (10) Boot, blowout patch or other ply repair.
- (11) Weight carried exceeds tire load limit. This includes overloaded tire resulting from low air pressure.
- (12) Tire is flat or has noticeable (e.g., can be heard or felt) leak.
- (13) Any bus equipped with recapped or retreaded tire(s).
- (14) So mounted or inflated that it comes in contact with any part of the vehicle.

b. All tires other than those found on the steering axle of a power unit:

- (1) Weight carried exceeds tire load limit. This includes overloaded tire resulting from low air pressure.
- (2) Tire is flat or has noticeable (e.g., can be heard or felt) leak.
- (3) Has body ply or belt material exposed through the tread or sidewall.
- (4) Has any tread or sidewall separation.
- (5) Has a cut where ply or belt material is exposed.
- (6) So mounted or inflated that it comes in contact with any part of the vehicle. (This includes a tire that contacts its mate.)
- (7) Is marked "Not for highway use" or otherwise marked and having like meaning.
- (8) With less than $\frac{2}{32}$ inch tread when measured at any point on a major tread groove.

11. *Wheels and Rims.*

- a. *Lock or Side Ring.* Bent, broken, cracked, improperly seated, sprung or mismatched ring(s).
- b. *Wheels and Rims.* Cracked or broken or has elongated bolt holes.
- c. *Fasteners (both spoke and disc wheels).* Any loose, missing, broken, cracked, stripped or otherwise ineffective fasteners.
- d. *Welds.*
 - (1) Any cracks in welds attaching disc wheel disc to rim.
 - (2) Any crack in welds attaching tubeless demountable rim to adapter.
 - (3) Any welded repair on aluminum wheel(s) on a steering axle.
 - (4) Any welded repair other than disc to rim attachment on steel disc wheel(s) mounted on the steering axle.

12. *Windshield Glazing.*

(Not including a 2 inch border at the top, a 1 inch border at each side and the area below the topmost portion of the steering wheel.) Any crack, discoloration or vision reducing matter except: (1) coloring or tinting applied at time of manufacture; (2) any crack not over $\frac{1}{4}$ inch wide, if not intersected by any other crack; (3) any damaged area not more than $\frac{3}{4}$ inch in diameter, if not closer than 3 inches to any other such damaged area; (4) labels, stickers, decalcomania, etc. (see §393.60 for exceptions).

13. *Windshield Wipers.*

Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.

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Appendix 7

Roadside Inspections by Law Enforcement

What you might expect if stopped by a Commercial Vehicle Enforcement Officer.

All paperwork is fair game and officers will be looking to ensure all permits and required documents are up to date. This paperwork may include some or all of the following:

- Proof of vehicle insurance	must be current
- IFTA permit (International Fuel Tax Agreement)	annual expiration
- IRP cab card (International Registration Plan)	annual expiration
- DVIR (Daily Vehicle Inspection Report)	last report completed for vehicle
- Annual Inspection Decal (Minnesota decal)	valid 12 months from date of issuance
- CDL (Commercial Driver's License)	expiration date/endorsements/restrictions
- Driver's Medical Examiner's Certificate	2 year (or possibly 1 year) expiration
- Driver's Record of Duty Status (Log book)	current to Last Change of Duty Status

The permit book is usually located in the front overhead compartment-left side, or secured in a pocket on the back of the driver's seat and is reviewed by shop personnel each time the vehicle enters the Jefferson shop. You should locate this permit book when performing your pre-trip inspection. Not being able to produce documents when requested is a good way to irritate inspection officers. The officers will also log onto a federal website with their mobile computer to gain access to information about the driver, the vehicle, and the company. They will ensure the company has filed for current UCR (Uniform Carrier Registration).

Be sure you know where your box of triangular-warning-reflectors and fire extinguisher are (if you can't find it - you don't have it), and be sure the fire extinguisher is properly stowed and fully charged.

Officers will ensure the driver is wearing his/her seat belt, corrective eyewear & hearing aids as required, and will ticket drivers not in compliance.

You may be asked to place your vehicle up on ramps so an inspection officer can examine the underside of the vehicle including the brakes and brake adjustment.

Above all, if you are approached by a commercial vehicle enforcement officer, remember to conduct yourself in a courteous and professional manner. An agreeable and cooperative demeanor tells the officer that you have nothing to hide and they may then choose to perform only a cursory inspection or even decide to defer your inspection for another, "more deserving" candidate.

If you receive an inspection report, you will be instructed by the officer to have a company official sign and return a copy to their state office. Please forward your copy to the Director of Safety & Compliance at the company office in Minneapolis for disposition.

When performing your pre-trip inspection, be sure you are also prepared for an enroute inspection by state officers. If you are properly prepared, this inspection process is easy and painless.

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Appendix 8

Non-Preventable/Preventable Accident Guidelines

NON-PREVENTABLE/PREVENTABLE ACCIDENT GUIDELINES

General guidelines- barring extenuating circumstances and maintaining the reasonable action standards, accidents are generally preventable if the:

- Driver failed to accurately observe and assess existing conditions that contributed to an accident.
- Driver's speed was not consistent with posted (prescribed) limits or existing road, weather, or traffic conditions.
- Driver's speed precluded stopping within available clearances or assured clear distance.
- Driver misjudged (or did not confirm) available clearances or assured clear distance.
- Driver failed to control the vehicle.
- Driver failed to yield the right-of-way resulting in an accident (or to avoid an accident).
- Driver failed to communicate the vehicle's presence or intended actions through the use of directional lights (signal flashers), horn or other means.
- Driver was in violation of Company operating rules or special instructions, the regulations of any federal or state regulatory agency, or any applicable traffic law or ordinance.

Struck in Rear by Other Vehicle

Non-preventable if the:

- Driver's vehicle was legally and properly parked- unless there were extenuating circumstances recognizable to the alert driver whose judgment should suggest "park elsewhere."
- Driver was proceeding in his or her own lane of traffic at a safe and lawful speed.
- Driver was stopped in traffic due to existing condition, was stopped in compliance with traffic sign or signal, or the direction of a police officer or other person legitimately controlling traffic.
- Driver was in proper lane, waiting to make a turn, and was flashing a signal indicating his or her intention to turn.
- Driver's vehicle was disabled and was protected by emergency warning devices as required by Department of Transportation and state regulations or if driver was in the process of setting out or retrieving signals unless opportunity was available for driver to remove vehicle off-road.

Preventable if the:

- Driver was passing slower traffic near an intersection and had to make a sudden stop.
- Driver made a sudden stop to park, load or unload.
- Driver was improperly or illegally parked.
- Driver made any other type of unnecessary sudden stop.
- Driver's vehicle rolled back into vehicle immediately behind while starting or on a grade.

Struck While Parked

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Non-Preventable/Preventable Accident Guidelines

Non-preventable if the:

- Driver was properly parked in an area where permitted - unless there were extenuating circumstances recognizable to the alert driver whose judgment should suggest “park elsewhere.”
- Vehicle was protected by emergency warning devices as required by Department of Transportation and state regulations or if driver was in the process of setting or retrieving signals. The use of 4-way flashers as emergency warning lights under Department of Transportation regulations meets this provision for only the first 10 minutes.

Mechanical Defect or Breakdown Accidents

Preventable if:

- Defect was of type that driver should have detected during a proper per-trip inspection of vehicle.
- Defect was of a type that the driver should have detected during the normal operation of the vehicle.
- Defect was caused by the driver’s abusive operation of the vehicle.
- Defect was known to the driver but was operated regardless of this knowledge.

Side-Swiped or Head-On Collisions

Preventable if the:

- Driver was not entirely in the proper lane of travel.
- Driver did not pull to the right or left, slow down, and/or stop for the encroaching vehicle lane when such action could have been taken without additional danger and to prevent a collision.
- Driver changed lanes without ascertaining that sufficient space was available or failed to signal intent or give sufficient warning or intent to change lanes.
- Driver was weaving to the right or left, thus crowding the passing vehicle.

Striking Other Vehicle in Rear Collisions

Non-preventable if the:

- Other vehicle rolled backward while starting on grade.
- Driver’s vehicle was stopped but was hit from behind and pushed into other vehicle.

Preventable if the:

- Driver failed to maintain a safe following or stopping distance and have the vehicle under control.
- Driver failed to stay alert and ascertain that traffic was slowing down or that vehicle ahead was moving slowly, stopped or slowing down.
- Driver misjudged rate of overtaking vehicle.
- Driver came too close before pulling out to pass.
- Driver started up too soon or too fast for vehicle ahead.
- Driver failed to leave sufficient room for passing vehicle to get safely back in line.

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Non-Preventable/Preventable Accident Guidelines

- Driver was passing and misjudged approaching traffic and returned to the right lane too fast.

Accidents at Intersection

Non-preventable if the:

- Driver was stopped in compliance with traffic sign or signal or at the direction of a police officer or other person legitimately controlling traffic.

Preventable if the:

- Driver failed to control speed so that the vehicle could stop within available-sight distance.
- Driver failed to check cross traffic and wait for it to clear before entering intersection.
- Driver pulled out in the face of oncoming traffic.
- Driver collided with person, vehicle or object while making a right or left turn.
- Driver collided with vehicle making a turn in front of him or her. Driver had collision with vehicle coming from either side, regardless of location of traffic signs or signals or whether the light was green.

Backing accidents

Preventable if the:

- Driver backed up when backing could have been avoided by better route planning.
- Driver backed into traffic stream when such backing could have been avoided.
- Driver failed to get out of coach and check the immediate situation and proposed path of backward travel.
- Driver depended solely on mirrors when it was practical to look back.
- Driver failed to sound horn while backing.
- Driver failed to check behind vehicle parked at curb before attempting to leave parking space.
- Driver backed from blind side when a sight-side approach could have been made.
- Driver failed to use a guide (spotter) to help back or depended solely on a guide.
- Driver relinquished all responsibility to a guide.

Accidents While Passing or Being Passed

Preventable if the:

- Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
- Driver attempted to pass in the face of closely approaching traffic.
- Driver failed to warn driver of vehicle being passed.
- Driver failed to signal change of lanes.
- Driver pulled out in front of other traffic overtaking from rear.
- Driver cut-in short retuning to right lane.
- Driver failed to stay in own lane of traffic.
- Driver failed to hold speed or reduce speed to permit other vehicle to pass safely.

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Non-Preventable/Preventable Accident Guidelines

Accidents While Entering Traffic (Merging)

Preventable if the:

- Driver failed to signal when pulling from curb.
- Driver failed to check traffic before pulling out from curb.
- Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
- Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
- Driver failed to make full stop before entering from a side street, alley or driveway.
- Driver failed to yield right-of-way to approaching traffic.

Accidents Involving Pedestrians and Bicycles

Non-preventable if the:

- Pedestrian or bicycle collided with the driver's vehicle while it was legally parked or stopped.

Preventable if the:

- Driver did not reduce speed in area of heavy pedestrian traffic.
- Driver was not prepared to stop.
- Driver failed to yield right-of-way to pedestrian.
- Driver failed to stop when passing a street car or bus on the right.

Miscellaneous Accidents

Preventable if:

- Driver was making a "U" turn.
- Driver was pulling away from the curb or other parking space.
- Driver left vehicle unattended (with or without motor running) and failed to set parking brake and/or wheel chocks.
- Collision with fixed objects- poles, gates, lights, etc.
- Non-collision accidents, such as an overturn or running off-road.
- Vehicle was moved while connected to stationary equipment.
- Driver struck an animal outside the lane of traffic or swerved in order to avoid the animal.

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Stopping Distance:

Perception Distance + Reaction Distance + Effective Stopping Distance = Total Stopping Distance

- a. **Perception distance.** This is the distance your vehicle travels, in ideal conditions; from the time your eyes see a hazard until your brain recognizes it. Keep in mind certain mental and physical conditions can affect your perception distance. Visibility and the hazard itself can greatly affect perception distance. The average perception time for an alert driver is about $1\frac{3}{4}$ seconds. At 55 mph, this accounts for 142 feet traveled.
- b. **Reaction distance.** The distance you will continue to travel, in ideal conditions; before you physically hit the brakes in response to a hazard seen ahead. The average driver has a reaction time of $\frac{3}{4}$ second to a second. At 55 mph this accounts for 61 feet traveled.
- c. **Brake Lag Distance.** The distance traveled while a well-maintained brake system begins to engage the wheel-end braking mechanisms (brake pads-to-rotors, or brake shoes-to-drums). This takes approximately 4 tenths of a second. This is true for both air-brake systems and hydraulic-brake systems. At 55 mph, this accounts for 32 feet traveled.
- d. **Braking distance.** The distance your vehicle will travel, in ideal conditions; while you are braking. At 55 mph on dry pavement with good brakes and good tires, it can take about 216 feet.
- e. **Effective stopping distance.** The total minimum distance your vehicle has traveled, in ideal conditions; with everything considered, including perception distance (142 ft), reaction distance (61 ft), brake lag (32 ft), and braking distance (216 ft), until you can bring your vehicle to a complete stop. At 55 mph, your vehicle will travel a minimum of 451 feet.
- f. **The effect of speed on stopping distance.** The faster you drive, the greater the impact or striking power of your vehicle. When you double your speed from 20 to 40 mph the impact is four times greater. The braking distance is also four times longer. Triple the speed from 20 to 60 and both the impact power and braking distance are nine times greater. At 60 mph, your stopping distance is greater than the length of a football field. Increase the speed to 80 mph and the impact and braking distance are 16 times greater than at 20 mph. High speeds greatly increase the stopping distance and severity of crashes. By slowing down, you can reduce braking distance.
- g. **The effect of vehicle weight on stopping distance.** The heavier the vehicle, the more work the brakes must do to stop it and the more heat they must absorb and dissipate. But the brakes, tires, springs, and shock absorbers on heavy vehicles are designed to work more efficiently when the vehicle is fully loaded. Empty motorcoaches may require greater stopping distances because an empty vehicle has less weight and therefore less traction.
- h. **Follow Distance should be increased in poor road or weather conditions.** When traction is reduced by 50%, the chance of an accident is 300 times greater.
 1. Rain reduces traction 55%
 2. Snow reduces traction 55%-75%
 3. Ice and sleet reduce traction 85%-95%

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Exercise Complete Vehicle Control At All times

Smooth Driving Is Safe Driving!

- a. Avoid severe braking and abrupt turns. Imagine you have a full cup of coffee or a glass of water on top of the dashboard. Check your driving maneuvers to ensure you do not spill a drop when accelerating, braking, turning, or changing lanes.
- b. Proper use of accelerator: Infirm passengers should experience no extra difficulty with their footing if moving around in the coach while it is underway. Speed up smoothly and gradually so the vehicle does not jerk. Rough acceleration can cause mechanical damage. Speed up very gradually when traction is poor, as in rain or snow. If you use too much power, the drive wheels may spin and you could lose control. If this happens, take your foot off the accelerator until traction is re-established.
- c. Smooth driving is safe driving. The coach should be operated smoothly, without sudden braking or sharp turns. Not only does it give passengers a smoother ride, but it saves wear and tear on the vehicle. In addition, planning ahead for stops and movements in traffic, giving plenty of warning to drivers around you reduces the likelihood of surprising other drivers with sudden movements that could lead to collisions. Braking early allows you to bring the speed down gradually, so you're less of a surprise to people behind you.
- d. *"Control With Finesse"*
 1. Control with finesse requires drivers to regulate their input into the vehicle control systems (braking, accelerating and steering).
- e. *"Total Control Steering"*
 1. With total control steering, drivers keep both hands on the wheel and push and pull to steer, rather than going hand-over-hand, palming the wheel or putting hands inside the wheel.
- f. *"Squeeze And Ease"*
 1. Squeeze and ease applies to use of the pedals. The squeeze and ease pedal application method involves braking and accelerating gently, then increasing in pressure. This minimizes the shift in the vehicle's center of gravity to maintain optimum traction between the tires and the road, while making the ride smoother for your passengers.

Adhere to the Smith System of Defensive Driving at all times when operating a motorcoach.

The 5 Keys:

1. **Aim high in steering** – "Eye Lead Time" will allow you to see a block ahead at city speeds and a quarter mile ahead at highway speeds. Look into the turn before committing to the turn. At night, adjust your speed to stop within the distance you can see – don't overdrive your headlights. Keep your vehicle centered in the lane, look ahead in the direction of travel to see in advance, possible or fixed objects in your travel path.
2. **Get the big picture** – A safe following distance of 6 seconds minimum opens up the big picture. Check your mirrors every 5-8 seconds. Concentrate on driving: distractions can steal part or all of your big picture. Be aware of the space ahead

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and around your vehicle to allow time to anticipate or adjust to actions of other drivers or pedestrians.

3. **Keep your eyes moving** – Every two seconds! Scan intersections before entering. Check to the rear before changing lanes, turning, or stopping. Use Rock-and-Roll around blind spots. To get the big picture, keep eyes moving at least every 2 seconds and check the rear-view mirrors every 5-8 seconds.
4. **Leave yourself an out** – Maintain a safe following distance of at least 6 seconds minimum under ideal weather and road conditions. Increase distance to 8 seconds minimum under adverse conditions or when being tailgated. Establish a space cushion all around your vehicle.
5. **Make sure they see you** – Use your warning devices to obtain eye contact. Tap your horn to alert others of your presence. Apply turn signals well in advance of turning.

The memory-link is: **AGKLM** - *All Good Kids Like Milk*

Aim high in steering – look 12-15 seconds ahead of your vehicle

Get the big Picture – maintain a safe follow distance so you can see problems before you are on top of them

Keep your eyes moving – don't stare or fixate on an object for more than 2 seconds at a time

Leave yourself an out – establish a space cushion all around your vehicle so you can maneuver out of any difficulty

Make sure they see you – use your headlights, and in some cases your horn, to be certain others know you are approaching

Entering/Departing the Depot

- a. Entering
 1. Sound horn to warn backing vehicles of your presence
 2. Cover brake at all times when operating in the depot area
 3. Backing vehicles always have the right-of-way in the depot area
- b. Departing
 1. See C7 *"Backing the Coach"*

Position Of Hands While Steering

- a. The old standard has always been the 9 and 3 o'clock positions, but more recently 10 and 2 has been recommended. The 8 and 4 is the latest position approved by many safety agencies. The 9-3, 10-2, or the 8-4 positions are all approved, but remember to keep both hands on the wheel at all times.

Recognition Of Hazards As They Appear: Look Ahead - Plan Ahead!

- a. Professional drivers should always be looking for hazards. However, don't forget why you are looking for the hazards – they may turn into emergencies. Look for the hazards in order to have time to plan a way out of any emergency.
- b. Most good drivers look at least 12 to 15 seconds ahead to see moving & fixed objects at least a block away in city traffic and at least ¼ mile ahead on highways or expressways
- c. Keep eyes moving at least every two seconds and check to the rear every 5 to 8 seconds

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- d. Correctly anticipate moves of other drivers and pedestrians and avoid conflicts

Driver's Seat & Steering Wheel Adjustment

- b. Adjust seat to proper height
 - i. The proper height allows the left foot to rest on the floor without pressure on the underside of the driver's leg
- c. Adjust seat front-to-back adjustment
 - i. The right knee is slightly bent as the right foot rests on the accelerator and the driver can reach the top of the steering wheel by leaning slightly forward
 - ii. The recommended hand positions are 4:00 and 8:00 o'clock on the steering wheel

Proper Setting & Use Of Mirrors

- a. **Proper setting of flat mirrors:**
 - i. Adjust the driver's side mirror: Sit in the driver's seat and place your head against the left window. Start with the mirror in a perpendicular position to the bus. Begin pulling the mirror in toward you, and stop as soon as you can see a sliver of your bus in the right side of the mirror.
 - ii. Move your head into the normal position. Begin pulling the top of the mirror down. Keeping your head straight, look to your left and move the mirror until you can see any part of the road behind you that is not visible in your peripheral vision. You should be able to see a little bit of the entire length of your bus, as well as the ground next to your vehicle.
 - iii. Adjust the passenger-side mirror. Move your head to the right until it is parallel to where your right shoulder would be if seated normally. Start with the mirrors in a perpendicular position. Move the mirror toward you until you can see a sliver of your bus in the left side of the mirror.
 - iv. Move your head into the normal position, and pull the mirror down until you can see the ground next to the bus in the bottom of the mirror. You have less peripheral visibility in this mirror, so it may have to come down a bit more than the other mirror.
 - v. Sit in your normal position and reassess both mirrors. You should be able to see at least 200 feet (about 16 or 17 car lengths) behind you in the mirrors. If you think your vision falls short, bring your mirrors up and out a bit. Be careful to not compromise the visibility of the part of the road behind your periphery, as this is the crucial blind spot area.
- b. **Convex mirrors (blind spot mirrors):** The 6" X 9" rectangular convex mirrors that Jefferson Lines is currently using give the operator a much better (clearer) view along both sides of the motorcoach than standard round convex mirrors. These mirrors can be set to provide a clear view along the sides of the coach and allow the driver to see clearly 3-lanes wide at the back of the coach. Although more



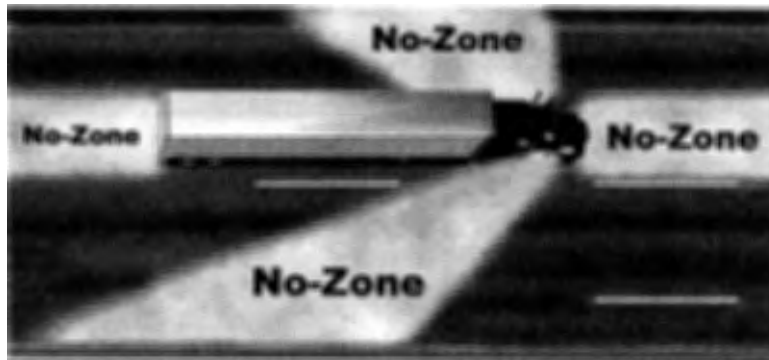
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costly, if used correctly these rectangular convex mirrors will lead to fewer, and less severe, side-scrape accidents and will pay dividends for everyone in accident reduction.

- c. **“Rock & Roll”:** Lean forward, backward and side to side in the driver’s seat to be sure you see everything around the coach before beginning the turn and throughout the turning process.
- d. **Be aware of your “No Zone”** Other drivers may not be aware of the size of your bus’ blind spots. Be vigilant in watching out for vehicles in the No-Zone. The No-Zone represents the danger areas, or blind spots, around buses where crashes are more likely to occur. One-third of all crashes between large commercial vehicles and cars take place in the No-Zone. The rectangular convex mirrors help to minimize the size of the No Zones along both sides, however drivers still need to be aware of and take special care with these issues.



Communicating - Signal Your Intentions

Other drivers don’t know what you are going to do until you tell them. The rule is that we use our signals to alert the driver we don’t see. Signaling what you intend to do is important for safety.

- a. Turns
 1. Signal early. Signal well before you turn. It is the best way to keep others from trying to pass you. Turn on your signal as you begin to slow for your turn and at least 5 seconds before the turn.
 2. Signal continuously. You need both hands on the wheel to turn safely. Don’t cancel the signal until you have completed the turn.
 3. Cancel your signal. Don’t forget to be sure your turn signal is off after you’ve turned (even if you have self-canceling signals).
- b. Lane changes
 1. Put your turn signal on at least 5 seconds before changing lanes. Change lanes slowly and smoothly. That way a driver you didn’t see may have a chance to honk his/her horn, or avoid your vehicle.
- c. Slowing down
 1. Warn drivers behind you when you see you’ll need to slow down. A few light taps on the brake pedal – enough to flash the brake lights – should warn following

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drivers. Use the four-way emergency flashers for times when you are driving very slowly or are stopped. Warn other drivers in any of the following situations:

2. Trouble ahead
3. The size of your vehicle may make it hard for drivers behind you to see hazards ahead. If you see a hazard that will require slowing down, warn the drivers behind by flashing your brake lights.
4. Tight turns
5. Most car drivers don't know how slowly you have to go to make a tight turn in a large vehicle. Give drivers behind you warning by braking early and slowing gradually.
6. Stopping on the road
7. When stopping at a railroad crossing warn following drivers by flashing your brake lights and activating your four-way flashers well in advance of your stop. Don't stop suddenly.

Merging into Traffic

- a. From the curb or loading area
 1. Signal intent and check for clearance before starting to move
 2. Remain in lane nearest curb at least until up to the speed of ambient traffic
 3. When entering traffic from a cross street or alleyway, driveway, or terminal the motorcoach must come to a complete stop before entering a cross-street
- b. Onto the highway
 1. Signal intent and check for clearance as you approach the traffic lane
 2. If possible, accelerate to the speed of ambient traffic. As you approach the traveled lane of the highway, note the speed of another vehicle and use that as your "pace car"
 3. Stay to the right until up to the speed of other traffic
 4. Only change lanes when necessary

Making Turns

- a. Block turns properly
 1. Determine if the turn CAN be blocked. Position the motorcoach well ahead of the turn
 2. Watch for obstacles; parked cars; cars moving in traffic, and pedestrians
 3. Signal the turn for at least five (5) seconds while slowing
 4. Position the coach 4 feet from the curb, fog line, or parked vehicles while checking both sides frequently
 5. Pull straight into the intersection to position the pivot point
 6. Use the "Push-Pull" method of turning to ensure that vehicle speed stays at a minimum
 7. Frequently use the mirrors throughout the entire turn for traffic, pedestrians, and bicyclists, in the Tail Swing (side away from turn) and Off-track areas (on turning side)
 8. Move through the turn slowly and apply the accelerator gently as the coach moves through the turn
- b. Signal intent well in advance. Turn on your signal as you begin to slow for your turn and at least 5 seconds before the turn. Regulations require the turn be signaled at least 100' in advance.
- c. Use mirrors properly while turning - "Rock & Roll" Lean forward, backward and side to side in the driver's seat using the mirrors to be sure you see everything around the coach before beginning the turn and throughout the turning process.
- d. When executing turning maneuvers allow extra space along the side of the motorcoach facing the direction of the turn (i.e. when turning left allow

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extra space along the left side of the coach; when turning right allow extra space along the right side of the coach).

- e. Employ the “Push-Pull” hand position method on the steering wheel throughout the turning maneuver. The Push-Pull method keeps both hands on the steering wheel at all times and requires the driver to continually slide the hands along the wheel’s surface, passing the wheel from one hand to the other, rather than spinning the wheel with the palm of one hand. By keeping both hands on the wheel the driver is required to slow down throughout the turn to maintain hand contact. By slowing the turning process, unplanned vehicular contacts can be significantly mitigated or avoided completely.

Intersections

As you approach an intersection pay attention!

- a. “Cover” the brake
- b. Adjust speed
- c. “Fresh” or “stale” green – **Note:** pedestrian Walk/Wait lights (white or amber)
- d. Look left, look right, then left again
- e. Pay attention to:
 - 1. Other vehicles turning onto or off of your traveled roadway
 - 2. Parked vehicles, Pedestrians, Other vehicles on roadway

Lane Changing

Lane changing poses additional hazards – Only change lane when necessary.

- a. Check the speed of vehicles behind the coach to ensure they will not overtake the motorcoach once the lane change has begun
- b. Signal your intent to change lanes at least 5-seconds ahead of beginning the maneuver
- c. Check for clearance - mirrors and side windows
- d. Throughout the entire maneuver be sure to maintain the 5-second minimum follow distance

Overtaking and Passing

- a. Passing Stalled Vehicles
 - 1. When approaching a stalled vehicle, be alert for pedestrians and look for any sign the vehicle may begin to move (wheels moving, exhaust, etc.)
 - 2. When possible, move over one lane to provide extra cushion distance – check for clearance to determine if there is room to change lanes, signal, and change if possible
 - 3. If changing lanes is not possible, slow down and keep the brake covered
 - 4. Stay as far to the left as safely possible, while watching for persons around the stalled vehicle – after passing, center the motorcoach in the lane
- b. Passing Moving Vehicles
- c. Pass on Two-Lane Roads ONLY When Absolutely Necessary!
 - 1. Choose a safe place to pass – Visibility and conflict with other vehicles are the two main considerations. Wait until the pass can be made safely
 - 2. Check for oncoming traffic and check mirrors for vehicles approaching from behind
 - 3. Maintain a five second follow distance as the pass is begun

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4. Signal intent before passing
5. When safely beyond the passed vehicle, signal intent to re-take original lane of travel, and move over

Pedestrian Awareness

Drivers must always yield right-of-way to pedestrians.

- a. Always allow pedestrians to finish crossing the street. Do not crowd them in the crosswalk
- b. Tap horn when necessary to alert pedestrians you are there
- c. Be particularly alert for pedestrians stepping from behind parked cars, stepping off the curb, or children darting into the roadway
- d. Slow your speed, cover the brake, and be ready to stop in all of the above situations
- e. When making turns at intersections, double check the off-track and tail-swing areas for pedestrians

Traffic Conditions

- a. When driving in heavy traffic the safest speed is the speed of other vehicles or the speed limit, whichever is less. Vehicles going the same direction at the same speed are not likely to run into one another. Drive at the speed of the traffic, if you can do so without going at an illegal or unsafe speed. Maintain a safe following distance. The main reason drivers exceed the speed limit is to save time. But, anyone trying to drive faster than the speed of traffic will not be able to save much time. The risks involved are not worth it. If you go faster than the speed of other traffic, you'll have to keep passing other vehicles. This increases the chance of a crash, and it is more tiring and the relating fatigue further increases the chance of a crash. Going with the flow of traffic is safer and easier.
- b. When driving at night, dim your high beams before they cause glare for other drivers. Dim your lights within 500 feet of oncoming vehicles and when following another vehicle within 300 feet.

Emergency Braking

It is imperative for the coach to stay on the roadway rather than attempt to go off the roadway to avoid a situation on the highway ahead. This may sound counter-intuitive but motorcoaches do not do well when subjected to off-road driving. It is quite easy to overturn a motorcoach that has left the highway and gone into the median, ditch, or beyond. When coaches overturn, they may come apart, and passengers can be seriously hurt.

- a. First, use caution to avoid these kinds of situations.
- b. Second, if you must leave the roadway with the motorcoach, do so as slow as possible and exercise a great deal of caution to maintain control the

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vehicle while not making any sharp evasive turning maneuvers. This will help keep the vehicle upright.

Keep Vehicle Centered In Lane

- a. It is a common mistake for many drivers to move their vehicle in the direction they are looking if they are not paying specific attention to their lane position. Take care, especially when passing on a multi-lane roadway, to stay centered in your lane. It is easy to ease to the right when alongside another vehicle.
- b. Traveling next to others - Traffic Clusters. There are two dangers in traveling alongside other vehicles:
 1. Another driver may change lanes suddenly and turn into you.
 2. You may be trapped when you need to change lanes. Find an open spot where you aren't near other traffic. When traffic is heavy, it may be hard to find an open spot and if you must travel near other vehicles, try to keep as much space as possible between you and them. Also, drop back or pull forward so that you are sure the other driver can see you.
- c. Do not shorten curves – stay in your lane

Space Overhead - Clearance

Hitting overhead objects is a danger with tall motorcoaches

- a. Drivers should always know the height of their vehicle
- b. Make sure you always have overhead clearance.
- c. Don't assume that the heights posted at bridges and overpasses are always correct. Repaving or packed snow may have reduced the clearances since the heights were posted.

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Appendix 10

Emergency Evacuation Procedures

There are a number of scenarios when an emergency bus evacuation might be necessary. If a fire begin onboard in the engine compartment or across the rear axles, it may engulf the coach within 90 seconds. Therefore every driver must understand the following evacuation procedures and be prepared to act quickly should evacuation become necessary:

1. Immediately activate the four-way flashers
2. Park bus as far from the roadway as may be possible
3. Set the parking brake
4. Turn off the engine and, if possible, the master power
5. Call 911 or the Highway Patrol, and if time permits, notify Dispatch
6. Make announcement to let passengers know of the emergency and indicate that passenger safety is the first priority. Ask them to evacuate in an orderly fashion.
7. Evacuation through the front door is fastest but fire at the front of the bus may make the regular entrance unusable and an alternate route of evacuation necessary, such as the emergency windows or the roof hatches
8. If you have a passenger or passengers with disabilities onboard and they require assistance to evacuate, ask for a volunteer or volunteers to assist in evacuating passengers with disabilities. Then assure the passenger or passengers with disabilities that you will provide whatever assistance is need to allow them to exit the coach in a timely manner.
 - a. If there is time and the wheelchair lift can be used, then do so - it is important to note that the wheelchair lift may not be functional after a collision or during a fire event.
 - b. Note: if necessary, non-ambulatory passengers may be laid on a mat, blanket, top coat, and slid along the floor
9. Assign a Passenger Leader and designate a safe location 300 feet away, upwind if possible, from the coach. Ask the Passenger leader to shepherd all passengers to that designated location as they depart the coach
10. Open or ask passengers to open doors and emergency hatches as needed to ventilate smoke and again ask all passengers to "Evacuate in a orderly fashion"
11. If possible, check the lavatory for remaining passengers as you move to remove fire extinguisher and first aid kit if needed
12. The fire extinguisher is to be used primarily to allow all passengers to make a safe exit from the vehicle

No procedure can answer every type of emergency that may arise. However these procedures should provide a sound basis to help with emergency evacuation of the motorcoach.

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Appendix 11

Driver Announcements

It is the driver's responsibility to make required announcements in a clear, friendly and courteous tone of voice.

Passenger Safety Instructions Script

- a. Welcome and thank you for traveling with Jefferson Lines. My name is _____ and it will be my pleasure to serve you today.
- b. Because your safety and comfort are very important to us allow me to explain the safety features on this vehicle and how to use them properly.
- c. First, please remain seated while the vehicle is in motion.
- d. If you must leave their seat to use the restroom which is located at the rear of the coach, be careful to hang on to seats or use the handholds under the overhead compartments to maintain your balance.

IF THE VEHICLE IS EQUIPPED WITH SEAT BELTS:

- e. *This vehicle is equipped with seat belts for your safety. If you are using a child safety seat for small children, please ensure the seat is secure.*

IF THE VEHICLE IS **NOT** EQUIPPED WITH SEAT BELTS:

- f. *If you are using a child safety seat for small children, please ensure the seat is secure.*
- g. Never block the center aisle.
- h. For the safety and comfort of those around you, Federal Regulations prohibit smoking and/or the consumption of alcoholic beverages anywhere onboard this vehicle. This includes the rest room.
- i. Follow all safety instructions made by the driver.
- j. If necessary, notify authorities of an emergency by using a cellular telephone to call 911.
- k. There is a fire extinguisher on this vehicle. It is located beneath the second row passenger's seat.
- l. Remember: the primary exit from this vehicle is the same door at the front through which you entered.
- m. In an extreme emergency situation, the windows can also serve as exits. Follow the instruction markings on the windows or on the window frames.
- n. Also note that there are emergency exit hatches in the roof above the center aisle and please take a moment to locate the emergency exits nearest to you.
- o. If you have any questions about the safety procedures, please ask the driver.

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Driver Announcements

Customer Experience Script (Departure)

- a. This is schedule #____ with service to (List schedules stops) with a scheduled arrival in (final destination) at (Scheduled time at destination).
- b. We will have a _____ minute rest stop in _____.

EXPLAIN THE AMENITIES OF THE COACH

- c. For your comfort and convenience this coach is equipped with (movies, XM radio, W-Fi, power outlets)
- d. Please let me know if the temperature of the coach is requires adjustment.

Customer Experience Script (Rest stop)

- a. Welcome to _____. We will have a _____ minute rest stop here. Please be onboard the coach and ready to depart at _____.

Customer Experience Script (Arrival)

- a. Welcome to _____.
- b. Announce connections and departure gates if applicable.
- c. If you have checked luggage under the coach please claim your items and take them with you to your next coach. (Modify if local policy is different)
- d. If you have questions about your connections the customer service personnel will be happy to assist you.
- e. Please make a check of your area and over head rack for personal belongings.
- f. Again my name is _____, it has been my pleasure to serve you today, thank you for traveling with Jefferson Lines and we hope to see you again soon.

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Interacting with Special Needs Passengers:

Remember: Special needs passengers you transport are people and you should treat them that way. Don't let your interest and efforts in dealing with their disability or condition become the focus of your relationship with them. Your passengers are people first, and then people with disabilities. Never refer to them as handicapped or "wheelchair-bound"; rather, use "person with a disability" or "person who uses a wheelchair." You should probably apply the same principle to the equipment. For example, use "wheelchair lift" instead of "handicapped lift."

Communication Issues: While some passengers may have communication barriers, take care not to "talk down" to any of them, but especially passengers whose disabilities are purely physical – talk to these individuals as you would any other person. They expect courteous and respectful treatment just like any other passenger.

- Talk directly to them – do not address companions unless directed to do so by the passenger.
- Speak clearly without shouting – keep your conversation private, and speak in a normal tone at a normal speed, unless requested otherwise.
- Solve problems in a professional manner that shows care and concern.
- Give customers with disabilities the same information and choices that you give other customers.
- Above all, treat the person as an individual, with respect and dignity.

Independence: Allow your passengers as much independence as they can safely handle. Offer assistance but do not take charge. When possible, let them do things for themselves rather than doing the tasks for them, even if it takes longer. Ask the customer "how may I assist you today?" Then wait for a response. Abide by their wishes, and never assume that a customer is not able to do something on his/her own.

Americans with Disabilities Act: The fact that more and more wheelchair lifts are appearing on motorcoaches is the most obvious sign that the Americans with Disabilities Act (ADA) has impacted the motorcoach industry. The Act was passed in 1990 to protect the civil rights of individuals with disabilities and guarantee everyone the same opportunities to participate in and contribute to society. It prohibits discrimination against individuals with disabilities in employment, public services, public accommodations (including transportation operations), and telecommunications. Under the law, an individual with a disability (including one who uses a wheelchair) is guaranteed equal access to the same transportation services available to the general public, whether public or private.

Keep in mind that it is considered discrimination for you to:

- Deny transportation to individuals with disabilities.
- Refuse to provide service to an individual with a disability solely because the disability results in the appearance or involuntary behavior that may offend, annoy, or inconvenience you or others. It is not considered discrimination to refuse service to those engaged in violent, seriously disruptive, or illegal conduct.

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- Use or request the use of persons other than employees (family members, companions, and medical/public safety personnel) for boarding or assistance to passengers with disabilities, unless the passenger requests or consents to assistance from such persons.
- Require or request a passenger with a disability to reschedule his/her trip or travel time in order to receive transportation.
- Require that a passenger with a disability use designated priority seats, if the passenger does not choose to use them.
- Require that a passenger with a disability travel with an attendant.
- Impose special charges on individuals with disabilities, including those who use wheelchairs, for providing services that are required or necessary to accommodate them.
- Refuse to allow an individual with a disability to travel with a respirator or portable oxygen.
- Fail or refuse to comply with any of the applicable ADA regulations.

If you make an intermediate or rest stop at which passengers have the opportunity to get off the coach to use the facilities, passengers with disabilities must also have the opportunity to get off the coach to use the facilities. They must be given adequate time to get on and off the coach. You are required to provide needed assistance (such as operating the lift, providing assistance with securement, and other debarking assistance for customers who have transferred to vehicle seats) to allow the passenger to access the facilities.

If your motorcoach has an inaccessible restroom, you are making an express run of three hours or more without a rest stop, and a passenger with a disability, who is unable to use the inaccessible rest room, requests an unscheduled stop, you must make a good-faith effort to accommodate the request. You are not required to make the stop, but you must explain to the passenger the reason for denying the request.

Transporting Passengers Using WMDs (Wheeled Mobility Devices): Mobility limitations are probably the most frequent type of disability you will see. These types of disabilities are various and may affect a person's ability to move, walk, stand, or use their upper body for activities such as eating, drinking, or talking.

Passengers with disabilities may use a variety of devices to meet mobility needs, including manual wheelchairs, power wheelchairs, scooters, carts, gurneys, and strollers. Because of the variety of devices, the preferred term is becoming "wheeled mobility device" (rather than "wheelchair") for these items.

When you transport a passenger with a WMD, ask the customer how you can assist him/her. The customer knows what works best for his/her situation. Keep in mind that a WMD is part of the customer's personal space. Do not hold onto or lean on the WMD or mobility aid without the customer's permission.

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You are not required to allow WMDs to ride in places other than designated securement locations in the coach.

Other Special Needs: While passenger in wheeled mobility devices deserve special attention, they are not the only special needs passengers you may encounter. You may transport passengers with any number of other disabilities, from vision loss to epilepsy. You should consider the following when interacting with passengers who have special needs.

Visual Disabilities: If you provide assistance to a person who has some degree of vision loss, you should:

- Signal your approach, and identify that you are the driver. Lightly touch the person's arm as you speak, to show that you are addressing him/her. Don't touch or grab an arm unexpectedly.
- Ask what type of assistance is needed and how you can best provide it.
- If appropriate, offer your arm. Don't take the customer's arm and push or pull him/her along.
- Never grab or interact with a service animal without the owner's permission.
- Slow down and let the passenger know about obstacles before you reach them.
- To help the passenger sit down, place his/her hand on the back of the seat and tell him/her in which direction it is facing.
- Offer to orient the person to the coach (the location of the restroom, storage bins, etc.).
- Let the person know you are leaving before walking away.
- If you help with the person's luggage, let him/her know exactly where you put it.

Auditory Disabilities: When interacting with or assisting a passenger who is deaf or has a hearing impairment, try to:

- Get the person's attention before you start to talk, and find out if he/she prefers sign language, gesturing, writing, or speaking. If you have trouble understanding the person's speech, let him/her know through visual cues.
- If possible, move the conversation to a quiet location without background noises.
- Position yourself to be seen. Face the person; don't eat, smoke, chew gum, or cover your mouth when talking; and position yourself facing the light source so your face is not obscured in shadows.
- Use gestures and facial expressions to get your message across.
- Speak clearly and normally. Don't exaggerate your lip movements; don't shout; be prepared to write down your message; and keep in mind that many words share the same lip movements, such as "15" and "50".
- Check for understanding by using a yes/no question. Be patient if you have to repeat the message. You may have to rephrase the message when the person doesn't understand, instead of simply repeating it word for word.
- If you make important onboard announcements, make sure they are communicated to passengers who are deaf or hard of hearing.

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Speech Disabilities: Like other disabilities, speech disabilities vary widely in severity.

- Give the person your full attention. Don't interrupt or finish the customer's sentences.
- If you have trouble understanding, don't nod; just ask them to repeat. If you still cannot understand, ask the person to write down the message or suggest another way of communicating.
- Seek a quiet area for conversation.

Mental or Psychiatric Disabilities: Many types of disabilities are not immediately obvious, including psychiatric, cognitive, and developmental disabilities. People with mental or psychiatric disabilities are not recognizable from other groups of people and normally have no need to disclose the disability. Like any other group of individuals, people with mental or psychiatric disabilities may at times have difficulty coping with the stresses of travel (delays, crowds, and unfamiliar locations).

- Do not assume that the person is in danger or is dangerous to others.
- If necessary, give written or repeated instructions, detailed directions, and priority boarding and disembarking.
- Respond to passengers in a calm, professional manner.

Epilepsy: Epilepsy is a disorder of the central nervous system that involves seizures, which can be controlled by medication. There are convulsive and non-convulsive seizures.

If a person has a convulsive seizure:

- Stop the coach in a safe place. If they are unaware, explain to other passengers what is happening.
- Give the passenger space, and remain calm.
- Help ease the person onto the floor on his/her back, and place soft material (jacket, sweater, blanket) under the head.
- Loosen clothing around the neck, and gently turn the customer's head to the side.
- Allow the seizure to run its course. Do not attempt to restrain the person's movements, do not expect to be able to communicate during the seizure, and do not insert anything into the person's mouth. Stay with the person until he/she is fully re-oriented.
- Call for medical assistance if the seizure lasts more than five minutes, if seizures occur repeatedly, and/or other injuries have occurred.
- When the person is coherent, resume travel.

If a person has a non-convulsive seizure, stop the coach in a safe place, if necessary. When the seizure is over, ask the person a few simple questions about themselves or their surroundings. When the person is coherent, resume travel.

Alzheimer's Disease: Alzheimer's disease may affect short-term memory, speech, and other intellectual skills. At times, some people may become agitated, fearful, or confused. There are no obvious characteristics indicating that a person may have Alzheimer's disease. Many mildly and moderately impaired individuals appear as alert or physically

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fit as anyone else their age. The average person with Alzheimer's may exhibit some signs that suggest the individual has a memory impairment.

- Stay calm and use a non-threatening tone of voice.
- Speak slowly and ask only one question at a time. Be willing to repeat information, if necessary.

Cognitive Disabilities: Some people have disabilities that affect their ability to know, think, remember, learn, and communicate. Mental retardation, learning disabilities, and traumatic brain injury are some examples of cognitive disabilities.

- Do not assume the person is in danger or is dangerous to others.
- Be direct. Say what you mean. Don't use sarcasm, make jokes, or exaggerate.
- Be specific. Use words that relate to things you can see.
- Refer to landmarks or other visual cues to help the person understand direction. Avoid using directional terms like right, left, east, west, etc.
- Write or draw if it helps get the information across.
- Use body language and gestures that say you are willing to help. Maintain good eye contact.
- Show how to do something while you tell how to do it.
- Use simple, distinct words and short sentences.

Elderly Passengers: As the population ages, more and more elderly individuals are discovering the benefits of motorcoach travel. Many of the guidelines for special needs passengers apply to the elderly as well.

- Elderly passengers are people first of all. Treat all your passengers as individuals, with respect and dignity.
- Talk directly to all your passengers; speak clearly without shouting.
- Do not assume an elderly individual suffers from physical disabilities.
- Give elderly customers the same choices that you give other customers.
- Take extra care when elderly passengers will be loading or unloading. Whenever possible, stop the coach in a safe location, close to the destination, where there are few steps or obstacles. Advise passengers to use the handrails and enter and exit carefully.
- Always ask the customer if he/she needs assistance before you give it. If the offer of assistance is refused and you are concerned about the individual's safety, keep close by and be ready to assist if circumstances warrant. Remember that most people take pride in being self-reliant and independent as possible.
- When offering assistance to an elderly passenger, allow the individual to take your arm rather than you taking his/hers. This will allow you to guide, and not propel or force the passenger.
- Try to be considerate of the additional time it may take an elderly individual to say or do things. Allow the passenger to set the pace in walking or talking.

A "special needs" passenger may include someone with a mental disability, a physical disability, a behavioral disorder, or a health condition that requires special care. There are many issues that arise when transporting special needs passengers, and the issues change

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with each unique person and situation. Above everything else, the individuals you transport are people, and you should treat them that way.

Service Animals

The US Department of Justice (DOJ) has made a change to their definition of “Service Animal” that became effective March 15, 2011. This change to DOJ’s ADA regulations does not affect the DOT ADA regulations, which cover FTA’s operations. The FTA advises that the DOT ADA regulations remain unchanged and transit operators must continue to comply with the DOT ADA regulations and not change their policies to comply with the DOJ regulations.

The FTA has clarified their position on Service Animals and until further notice, we will continue to use the original definition of Service Animal that we have used in the past. See below:

US DOT Definition of Service Animal

49 CFR Part 37.3; Definitions: “*Service animal* means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, alerting persons with seizure disorders to the onset of a seizure, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.”

Any animal meeting this definition is considered to be a service animal under the DOT ADA regulations, regardless of whether they are identified by special collars, harnesses, licenses, or certifications. Under the regulations, transit entities are required to permit service animals to accompany individuals with disabilities in vehicles and facilities. A transit entity may ask if an animal is a service animal or ask what tasks the animal has been trained to perform, but cannot require special ID cards for the animal or ask about the person’s disability. A service animal may not be excluded unless the animal is out of control and the animal’s owner does not take effective action to control it, or the animal poses a direct threat to the health or safety of others. Assumptions about a how a particular animal is likely to behave, based on past experience with other animals, are not a factor.

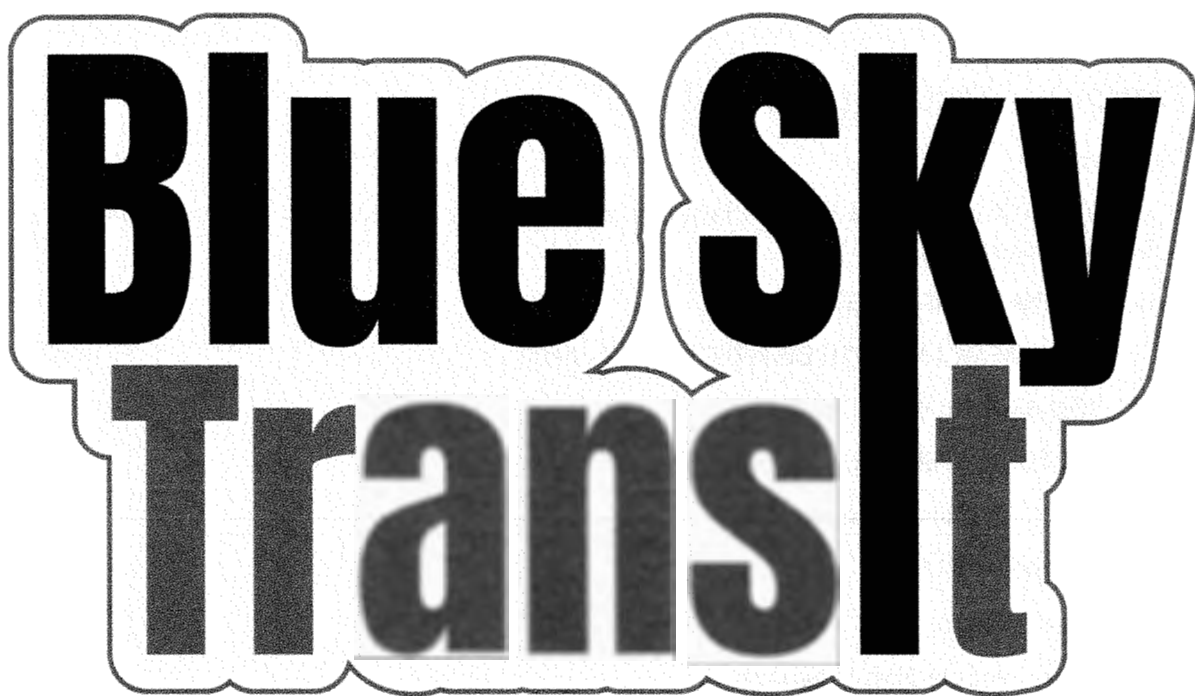
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Proper Lifting Techniques

Use proper lifting techniques when loading and unloading baggage or freight. **Proper Lifting Can Prevent Back Injury.** Minimize manual lifting. When you do lift, do it correctly so that your legs do the work, not your back.

- a. Plan and Prepare Before You Lift
 1. Stretch and bend gently to loosen muscles.
 2. Choose the straightest, flattest, clearest route to your destination.
 3. Remove anything from the route that could trip or block you.
 4. Wear sturdy shoes with nonskid soles, gloves to provide grip, and clothing you won't trip over.
- b. Lift Properly, So Your Legs Do the Work- Not Your Back
 1. Stand close to the load, with the feet shoulder width apart and firmly on the floor.
 2. Bend at the hips and knees and squat close to the load; keep your back straight.
 3. Grip the load firmly with both hands, not just your fingers.
 4. Bring the load close to your body, keeping your weight centered over your feet.
 5. Lift with your back straight and let your legs push you up.
- c. Avoid Back Strain While Carrying
 1. Carry the load waist high.
 2. Be sure you have a good grip and can see where you're going.
 3. Walk slowly, taking small steps.
 4. Stop along the way to rest if you need it.
 5. Move your feet to turn direction. Don't twist! That is a major cause of injury.
- d. Unload Carefully
 1. Lower the load slowly, with your knees bent.
 2. Place your hands so they don't get caught under the object while unloading.
 3. Place the load on the edge of the surface and slide it back.
 4. Stand slowly.



ADA Employee Training Manual

2024

2024

Employee Training Manual

Objective:

Blue Sky Transit employees become familiar and proficient at passenger assistance and disability awareness.

THIS TRAINING PROGRAM CONSISTS OF:

1. THE AMERICANS WITH DISABILITIES ACT - ADA
2. YOU AS A PROFESSIONAL
3. CUSTOMER SERVICE
 - Handling complaints
4. COMMUNICATION
 - Stress
 - People-First Language
5. BUS DRIVER REQUIREMENTS UNDER THE LAW
6. ASSISTING PASSENGERS WITH SERVICE ANIMALS
7. DISABILITY AWARENESS
 - Assisting the visually impaired
 - Hidden disabilities
 - Hearing impairments
 - Alzheimer's Disease
 - Cerebral Palsy
 - Intellectual Disabilities
 - Autism
 - Traumatic Brain Injury
 - Epilepsy or seizure Disorders
 - Blood borne Pathogens
 - Biohazard Clean up kit

8. Mobility Equipment and features

- Walkers, canes and crutches
- Wheelchairs

9. LIFT OPERATING PROCEDURES

- Pre-trip
- General Guidelines
- Power wheelchairs
- General Guidelines
- Braun
- RICON
- Cycle Counter

10. WHEELCHAIR SECUREMENT

- Securement equipment
- Placement of the wheelchair
- Attach front straps
- Attach rear straps
- Web loops

11. SECURING THE OCCUPANT

- Requirement under ADA
- Lap Belt
- Shoulder Belt

12. ACCIDENTS AND EMERGENCIES

- Basic Procedures
- Evacuation decision
- Evacuation of passengers who use wheelchairs.
- Communicating
- Fire extinguishers

1. THE AMERICANS WITH DISABILITIES ACT – ADA

The ADA is an extensive civil rights law designed to remove barriers that prevent individuals with disabilities from enjoying the same opportunities that are available to persons without disabilities.

The ADA addresses four areas. These areas cover a wide range of issues including employment, the provision of services (including transportation services), access to facilities and places of public accommodation and access to the nation's telecommunication systems.

A substantial part of the ADA covers any public entity that provides designated public transportation, intercity bus or commuter rail transportation.

The law requires that all intercity buses have an accessible entrance, securement areas and securement systems. The ADA requires operators to assist and to be courteous to passengers with disabilities, as well as to permit service animals on the vehicles.

The ADA law is the only Federal law that states the person providing the service must be courteous.

It is not a violation of the ADA, or discrimination, to refuse service to an individual with a disability who engages in violently disruptive behavior or illegal conduct. However, service may not be refused solely on the grounds that an individual's disability results in involuntary behavior that may offend, annoy, or inconvenience employees or other passengers. (49CFR 37.5(h)). The ADA law requires drivers to make audible stop announcements.

Blue Sky Transit Seating Policy

The first four seats on the door side of the bus will be identified as "Priority seating for elderly and persons with disabilities." Passengers who are not elderly or without disabilities may sit in the priority seats, but they are required to move if an elderly passenger or person with a disability would like to sit there.

The professional driver must know how to operate all accessible features on the bus. Drivers must ask passengers whether or not they need assistance, and if so, what type of assistance.

The ADA requires service be provided to one companion accompanying the passenger, however the bus company cannot require a companion to travel with the passenger with the disability.

ADA Reservations

Passengers that require ADA lift assistance are not required to make reservations.

2. YOU AS A PROFESSIONAL

Regardless of the profession, all professionals have special skills, are specially trained for their job and, where applicable, must meet licensing standards. But to conduct oneself as a professional means much more than this. A professional is someone who is able to navigate the challenges and frustrations of their job in a productive fashion and to maintain a courteous attitude.

The true test of your professional skills is to perform your job and relate to others in a professional manner, even and especially in moments of frustration. In moments of difficulty, especially in interactions with passengers, the following strategies may help:

- Reframe frustrations about what is going wrong to put the situation in context and shift the focus back to what you can control – your reactions.
- When an issue arises, talk it out with other operators and supervisors – seeking to find a solution or a better understanding, rather than to complain or speak badly about someone.
- Dealing with the public, traffic, company rules, route schedules and equipment issues can be frustrating. If a problem arises, seek to understand the nature of the problem and contribute to the solution.

Operating a bus safely is just part of the job of a professional bus driver. As a driver, your responsibilities also include:

- Making the passenger feel welcome
- Answering questions courteously
- Making the ride as safe and comfortable as possible
- Handling any unforeseen problems that arise
- Following special instructions
- Keeping accurate and timely records of your work

Support and explain company policies when dealing with passengers:

- Speak positively about Blue Sky Transit Lines. Avoid venting about how tough your job is.
- Discuss agency/organization problems with supervisors, not passengers.

3. CUSTOMER SERVICE

The drivers and agents are the most important asset in a transportation company. However, the most important person in a transportation company is the customer. Without the customer, there is no company.

Of all the things that you will do as a driver or agent, the way you interact with your passengers will have the most influence over your job and the future of Blue Sky Transit. Over the course of a day, drivers and agents have more contact with the public than any other employees of Blue Sky Transit. An agent or driver's attitude towards passengers contributes to whether the public has a good or bad impression of Blue Sky Transit. You represent the company.

Handling Customer Complaints

- Listen non-defensively. No matter how outrageous the complaint may seem to you, listen without bias or judgment.
- Validate the feelings of the person making the complaint. Acknowledge the customer's frustrations and confirm his or her right to feel upset.
- Remember feelings are not always rational, but they are real.
- Do not make promises or try to solve the problem in the heat of the moment.
- Try to see the problem from the passengers' point of view.

KEEP IN MIND – GOOD PERFORMANCE IS TAKEN FOR GRANTED; POOR PERFORMANCE IS ALWAYS RECOGNIZED.

4. COMMUNICATION WITH PASSENGERS

In interactions with passengers, always seek to understand and validate their point of view. You are able to find openings for effective communication.

- Greet your passengers and make eye contact when possible.
- Use body language that lets the passenger know that you want to help; body language represents more than 50% of your communication.
- Ask “How may I help?” or “May I help you?” before jumping in with intervention or offer guidance.
- Speak directly to the passenger, even if they are using an interpreter or are accompanied by an assistant.
- Keep directions simple and easy to understand. Be patient. You may need to give the information more than once before the passenger understands.
- Check to make sure the passenger understood what you meant.
- Treat adults as adults. No one likes to be talked down to.
- Maintain your composure and calm demeanor, even if the situation becomes frustrating.

Dealing with Stress

As a driver, your job carries many responsibilities, and you must be attentive to many tasks simultaneously. Besides operating the vehicle in a safe manner and remaining vigilant to what is happening in the traffic, you must also aid passengers and accommodate for special needs and unforeseen obstacles, all while maintaining a professional and courteous attitude. It is important to have strategies to ensure that stress does not derail your ability to perform these functions effectively. Those strategies may look different from person to person, but here are a few general points to keep in mind:

- Recognize when stressful events and situations are beyond your control, and don't let them weigh you down. It is helpful to view things objectively, and remember that, while you may not be able to control certain things, you can control your reactions.

- Look for solutions when possible, and don't hesitate to ask for help from a supervisor, or someone you trust.
- Pace yourself.
- Remember to recognize the things you do well.
- Be generous with yourself and others. Sometimes, by giving someone else a break, you make things easier for yourself. People tend to calibrate their behavior in interactions to mirror the temperament of the person they are interacting with. If you are kind in response to aggressive behavior, it might immediately change the dynamic, rather than elevating it.

Using Person-First Language

The words we use in everyday conversations, on the job, at home and with friends are powerful. The way we refer to other people can either show respect or be interpreted as a "put down." This is especially true when it comes to the words we use when talking with or about people with disabilities.

Many people still view individuals with disabilities as lesser people, to be feared, pitied, or ignored. These attitudes may arise from a fear of someone who is different or simply from ignorance. As much as the disability itself may affect a person's life, being treated as a lesser person prevents a person with a disability from leading a productive life and enjoying the same opportunities as others.

Using adjectives such as disabled, blind, or deaf before or instead of a noun to refer to a person can be demeaning. For example, rather than saying "I have a blind man on my bus," it is preferable to say, "I have a man on my bus who is blind."

Words to avoid

Crippled	This gives a mental picture of someone whose body is "wrong" and who cannot do anything, someone people would rather ignore.
Deaf and dumb	These terms or "deaf and mute" were used in the past to describe people who cannot hear or speak. Many people who cannot hear or have limited hearing can speak, although their speech may be hard to understand. Deafness does not make a person dumb or ignorant.
Epileptic	Individuals with this condition prefer to be referred to as a person who has epilepsy.

Gimp	This out-of-date word was once used to describe someone who walked with a limp. It is an insult.
Normal	When used to describe someone who doesn't have a disability, it suggests that a person with a disability is abnormal or subnormal.
Poor	Used to describe someone who lacks money or one to be pitied. Economically disadvantaged or low-income is preferable.
Retard or retarded	Person with an intellectual disability is an acceptable term.

Some of these words were commonplace years ago but are not acceptable today.

The term "handicapped" is not the same as "disabled." A handicap is a condition or barrier imposed by society, the environment or one's own self. Handicap can be used when describing a situation, as in "The stairs are a handicap for her," but the term should not be used to describe a person with a disability.

5. BUS DRIVER REQUIREMENTS UNDER THE LAW

The ADA states that a vehicle operator must...

- Use the accessibility related equipment in the vehicle as requested
- Operate the lift at all stops when needed or requested
- Permit passengers with disabilities who do not use wheelchairs, including standees, to use the lift
- Permit passengers using assistive devices such crutches, canes or walkers and passengers who have difficulty using stairs to use the lift. (Some disabilities are hidden; therefore, you may not deny anyone the use of the lift.)
- Allow passengers with disabilities to board the lift either forward or backward
- Transport mobility device that fits on the lift and within the securement envelope of 30 inches wide and 48 inches long. The mobility device could exceed the 30 inches by 48 inches and be acceptable if the tip plates still operate correctly
- Immediately report lift failure
- Secure mobility devices using the available securement system.
 - If the mobility device cannot be secured (small sport wheelchairs usually cannot be secured) using the existing securement system, explain to the passenger that they are not secured. If the passenger still wants to be transported, you must transport them.
 - The passenger cannot refuse securement of their device. (37.165 (c) 3)
- Permit passengers with disabilities to travel with respirators or a portable oxygen supply. A maximum of four canisters may travel with the customer. Two aboard the bus and two in the baggage compartment. The maximum dimension for each container may not exceed 4.5 inches in diameter and 26 inches in length. The canisters must be secured.
- Permit service animals to accompany passengers with disabilities on your vehicle.
- Announce all transfer points and destination points. All announcements must be made in a clear and understandable voice with sufficient volume to be heard in the rear of the bus.

Under the law, you cannot require passengers with disabilities to...

- Transfer from a mobility device such a scooter to a regular seat, but you can recommend they transfer
- Have a personal care attendant
- Use designated seats if the individual does not want to

ASSISTING PASSENGERS WITH SERVICE ANIMALS

In accordance with ADA, U.S. DOT regulations stipulate that motorcoach companies shall permit service animals to accompany individuals with disabilities in vehicles and facilities.

U.S. Department of Transportation (DOT) Definition of Service Animal:

The U.S. DOT defines a service animal as any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

An operator may ask if an animal is a service animal or ask what tasks the animal has been trained to perform but cannot require special ID cards for the animal or ask about the passenger's disability. A service animal may not be excluded unless the animal is out of control, and the animal's owner does not take effective action to control the animal or if the animal poses a specific threat to the health or safety of others.

The ADA prohibits questions about the nature of a person's disability. However, bus companies may make two inquiries to determine whether an animal qualifies as a service animal:

- You may ask if the animal is required because of a disability
- What type of work or task the animal has been trained to perform

The ADA does not specifically mention requirements for service animal identification, training or animals in training. The training can be by an organization or by an individual, including the individual with a disability. Therefore, it is illegal to require a person with a service animal to provide proof.

Miniature Horses:

An intercity bus company must permit the use of a miniature horse by an individual with a disability if the animal has been individually trained to work or perform tasks for the benefit of the individual with a disability.

Service may be denied for the miniature horse based on:

- The type, size and weight of the horse
- Whether or not the handler has sufficient control of the horse.
- Whether or not the horse is house broken



The law does not prescribe limits on the number of service animals that may accompany a passenger on a single trip. Different service animals may provide different services to a passenger during the trip or at the passenger's destination.

If a passenger has more than one service animal and the bus isn't full, please make an effort to give the passenger more space by providing two bus seats.

Service animals provide assistance in a number of ways. Examples of work or tasks include, but are not limited to:

- assisting individuals who are blind or have low vision with navigation and other tasks
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds
- Pulling a wheelchair
- Alerting that a seizure is going to occur
- Waking someone who stops breathing while they are sleeping

- Alerting to the presence of allergens
- Retrieving items such as medicine
- Provide physical support and assistance with balance and stability
- Helping persons with psychiatric and neurological disabilities

Safety Issues

Service animals are socialized and trained to interact appropriately with other animals and people. However, it is possible that a service animal could be provoked and become aggressive. Therefore, you may exclude any animal including a service animal from your vehicle when the animal poses a threat to the health and safety of others. You may not make assumptions about a particular animal based on an experience. Each situation must be evaluated individually. The animal, not the person, may be excluded.

Keep in mind that it is the responsibility of the animal's partner to control the animal. If an incident occurs while transporting a service animal, the accountability for damages should remain with the person responsible for the animal.

Tips on Providing Assistance

- Do not stereotype passengers based on their disabilities.
- Ask the passenger what you can do to help.
- Do not touch or give the service animal any commands unless asked to do so by their partner.
- If necessary, remind other passengers that the service animal is working and not to distract it.
- When a service animal must ride the lift, use extreme caution. Their tail, paws, head, or equipment may catch in the lift mechanism, causing severe injury.
- Service animals should sit or lie in the personal space of their partner. Small service animals may sit on the passengers' lap if desired. Animals should not occupy a passenger seat and should not block the passenger aisle

7. DISABILITY AWARENESS

According to the ADA, disability is defined, with respect to an individual as:

A physical or mental impairment that substantially limits one or more of major life activities of such individual; a record of such impairment; or being regarded as having such impairment.

It is important to keep in mind that your passenger with a disability is a person first – a person with feelings, concerns, and opinions. They want to be treated with the same respect displayed to passengers without disabilities.

Assisting the Visually Impaired

When helping a passenger who has visual impairments, speak to them in a normal tone, using normal terms. Address the person directly, as it will help the person locate you. Speak directly to the person; if your gaze wanders, your voice follows.

If you are guiding a person who is blind, ask how you may assist them. Permit the passenger to grab your arm, showing them where your arm is by placing their hand on it. Stand alongside and slightly ahead of the person you are guiding. If you are helping a person using a white cane, provide assistance on the side that they are not holding the cane.

Walk at a normal pace or pace comfortable for you and the person you are guiding. Alert the person to changes in the walking surface (e.g. uneven sidewalk, grass, carpet, etc.) and surrounding obstructions. Hesitate before going up or down steps or curbs and make certain you indicate the need to step up or step down.

Use the word STOP. It only has one meaning – cease doing what you are doing.

When showing a person who is blind to a seat, place his/her hand on the back of it. The person will use his or her sense of touch to determine the type, height, and width of the seat prior to sitting down.

Hidden Disabilities

Any one or a combination of impairments such as epilepsy, heart, or lung problems; cancer or kidney failure might affect the function or endurance of an individual.

The passenger may not appear to have a disability, but may nonetheless have difficulty with some activities, such as climbing steps or walking even short distances.

Cardiovascular Disease	Keep in mind that passengers with cardiovascular disease require extra patience on your part and may be fearful of any physical activity.
Respiratory Disorder	Emphysema, bronchial asthma and some allergies are examples of respiratory disorders.

Hearing Impairments

The major barrier facing a person with a hearing impairment is one of communication. Persons with severe hearing impairment rely upon their eyes for signals that help them to understand, rather than vocal communication.

Tips on assisting passengers with hearing impairments:

- Speak clearly, but do not exaggerate words or speak especially slowly, unless asked to slow down.
- When possible, provide a clear view of your mouth when you speak.
- If your passenger is traveling with an interpreter, speak directly to the person with the hearing impairment, not the interpreter.
- If you have a passenger with hearing impairments, ask them if they would like to have you write announcements for them on a piece of paper.

Alzheimer's Disease

Alzheimer's disease affects memory, speech, and other intellectual skills. It begins slowly with memory loss. Alzheimer's disease is not a natural part of aging; is not mental illness; is not curable or contagious.

Cerebral Palsy

Cerebral Palsy is a group of conditions, not a disease, caused by damage to the brain before, during or after birth. It affects a person's posture and muscle control. In addition, the person may have great difficulty speaking. Therefore, ask them yes or no questions.

Intellectual Disabilities

The effects of intellectual disabilities vary considerably with each individual. Their IQ is usually below 70 and significantly limits daily living skills in two or more areas.

Passengers may:

- Be slower in doing things like boarding the bus
- Not be able to read well or at all
- Have difficulty expressing themselves
- Watch what other people do to know what to do

Tips on assisting

- Treat adults as adults
- Use eye contact
- Use simple words and short sentences
- Repeat information

Autism

Autism is a disability that may affect a person's social interaction, learning, communication and behavior. There is a wide range of manifestations of autism.

Passengers with autism may:

- Have severe language difficulties
- Understand, but not respond
- Seem disinterested in other people
- Rock or have other repetitive behavior

Traumatic Brain Injury

Individuals with traumatic brain injury have greatly increased with veterans returning home from the wars in Iraq and Afghanistan. Individuals with traumatic brain injury may:

- Have difficulty paying attention
- Have difficulty remembering
- Not move, think or react quickly
- Have poor balance and coordination
- Take a long time to respond to a question
- Have slurred speech or speak slowly

Epilepsy or Seizure Disorders

Epilepsy or seizure disorders are symptoms of brain disorders. These disorders may start before birth or may result from a head injury. Except when having a seizure, people with epilepsy look, think and act like everyone else. Do not attempt to restrain the person during a seizure. Since it

is impossible for an individual to swallow their tongue, do not attempt to put any object in their mouth.

Tips on Assisting a Passenger having a seizure:

- Remain calm
- Pull the bus over to the curb or side of the road and stop
- Fold a jacket or other soft material and gently slide it under the head of the passenger
- Keep other passengers away, explain that the person experiencing the seizure will be fine
- Seizures usually last a very short time, and the passenger is fine when the seizure is over

Blood borne Pathogens/Bodily Fluids

Blood borne pathogens are viruses or other infectious agents carried by the blood. These pathogens include, but are not limited to, Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV).

The Occupational Safety and Health Administration (OSHA) regulation 1910.1030 deals specifically with Blood borne Pathogens. Although this regulation was written specifically for medical facilities, it applies to all organizations that have employees who may come in contact with bodily fluids.

Knowledge of and compliance with the regulations is the best way to protect yourself and other passengers from infection.

Treat all blood and bodily fluids as potential for HIV, HBV, HCV and other pathogens. It is highly recommended that you wash your hands before you make contact with your mouth eyes.

Biohazard Cleanup Kit

Each vehicle should be equipped with a biohazard kit. Make it a regular part of your daily pre-trip inspection. Knowing how to use the kit, which is your primary source of personal protective equipment, is of extreme importance.

It is a good idea to open the kit and verify the presence of the required materials. If something is missing have it replaced immediately.

1. Latex gloves
2. Face shield
3. Dustpan and brush
4. Disinfection spray
5. Two florescent or red trash bags

6. Solidifying powder
7. Apron
8. Paper towels
9. Antiseptic hand wipes
10. Eye protection

8. MOBILITY EQUIPMENT AND FEATURES

Walkers

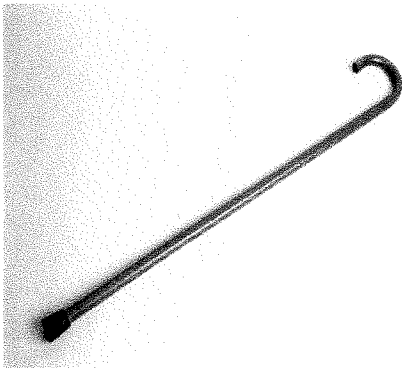
Passengers using walkers will lean heavily on it, placing it ahead of them and walking to it. It will be extremely difficult for the passenger to utilize the steps in the bus. Therefore, the ADA requires that this individual be permitted to use the bus lift for entry and exit.



Canes

The primary function of a cane is to maintain balance when standing or walking.

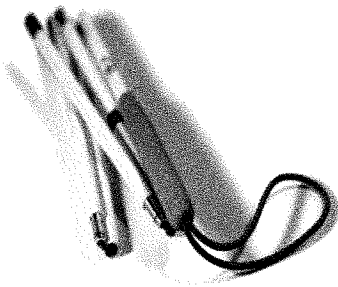
When helping a passenger using a cane or white cane do so on the opposite side of the cane. Be certain to ask the passenger if they would like assistance and if so, how you may help.



The White Cane

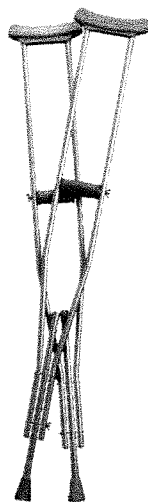
The white cane is not used for support. Only individuals who are legally blind are entitled to a white cane. The end portion is red. The user taps the cane on the ground, floor or against objects for guidance.

Similar to the regular cane, provide assistance on the opposite side, if the passenger would like help.



Crutches

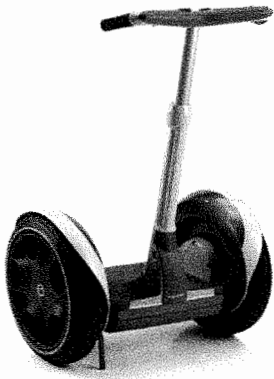
There are two basic types of crutches: underarm and forearm. All passengers using crutches may have a balance problem. Ask if they would like assistance or if they would like to use the lift.



Segway

The Segway is a two-wheeled stabilized battery-operated personal transportation device. Some individuals with disabilities may use a Segway as a personal mobility device in lieu of a wheelchair or a scooter. A Segway is not a wheelchair. When used by a person with a disability it is considered to have a legal position that is the same as a cane or walker.

The Segway should not be stored in the passenger compartment because it cannot be secured. The Segway may be placed in the baggage compartment if there is space available and the Segway does not weigh more than one hundred (100) pounds. If there is not room in the baggage compartment, the passenger may choose to travel without the Segway or wait for the next bus.



Kneeling Device

The kneeling device is considered an aspect of providing service to passengers with disabilities. If the kneeler is not working, the driver may use a step stool or give the passenger the option of using the lift.

Step stools will be provided at company operated and larger Blue Sky Transit depots.

Wheel Chairs

A manually operated or power-driven device designed primarily for use by an individual with a mobility disability for the purpose of indoor or outdoor locomotion.

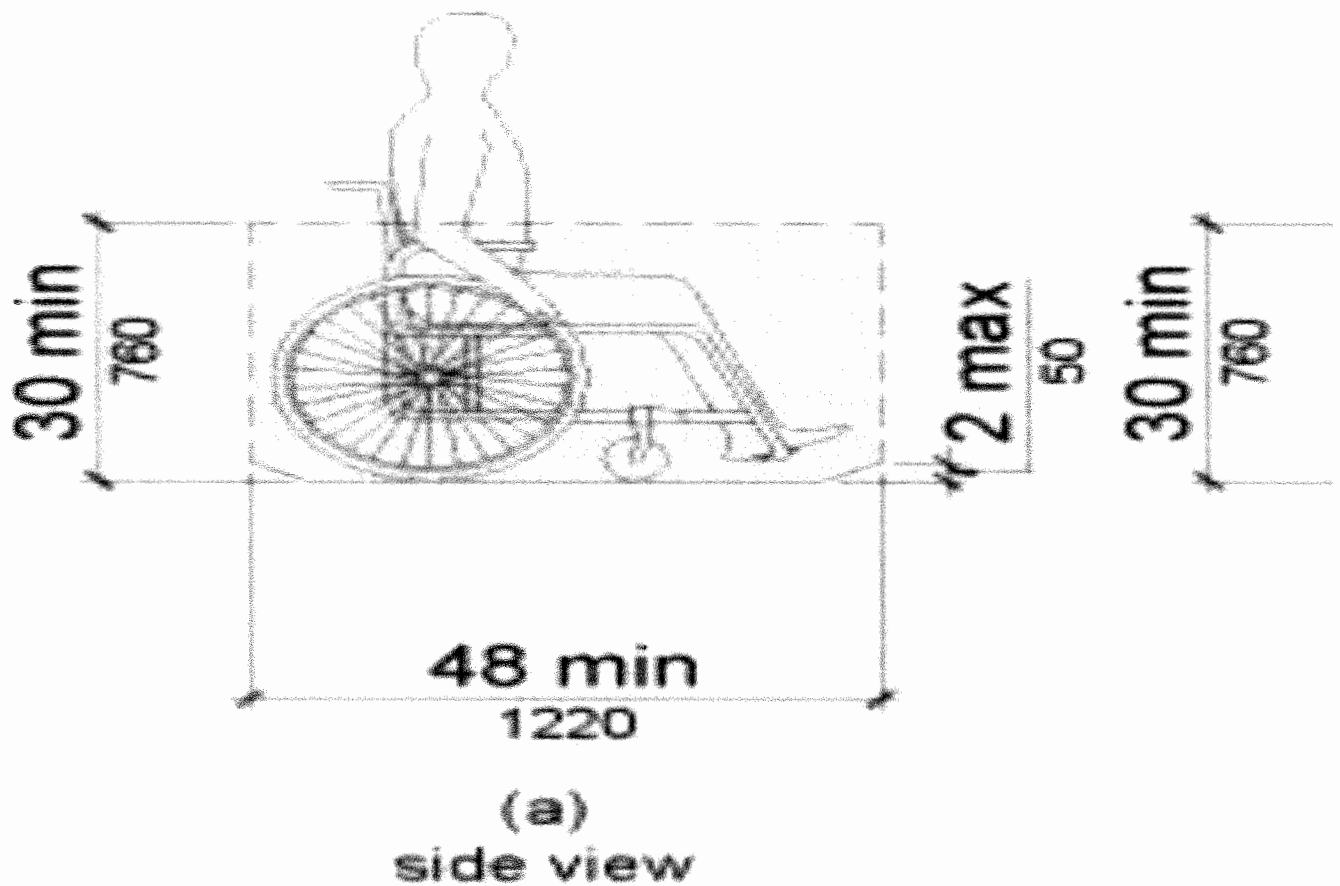
The definition of a wheelchair includes a wide variety of mobility devices. While some may not look like the traditional idea of a wheelchair, three and four wheeled devices of many varied designs are used by individuals with disabilities and must be transported.

The ADA no longer uses the term “Common Wheelchair” because the requirements for lift platforms and wheelchair spaces specify the appropriate dimensions for wheelchairs. Therefore, a device used by an individual with disabilities for mobility must fit in “an envelope” which is 30 inches wide by 48 inches long.



Scooters

Scooters should be transported on the lift and secured in the passenger compartment. If there is not room on the bus you may store the scooter, or folding non-electronic wheelchair in the baggage compartment if the device weighs no more than one hundred (100) pounds and you have room in the baggage compartment.



Weight Limit

The combined weight limit of the passenger and the wheelchair should not exceed 600 pounds. If you think the total weight of the passenger and wheelchair exceeds 600 pounds, it is appropriate that you quietly and respectfully ask the passenger for the combined weight of their body and the wheelchair. If the combined weight is over 600 pounds explain that you have a weight limit of 600 pounds and for their safety you are unable to transport them on the lift.

Passengers may be accustomed to riding on transit buses that have a higher weight limit. Typically transit bus lifts raise the person 18 to 20 inches. A first-time customer may be unfamiliar with the over the road bus lift that lifts the passenger over the luggage bays.

The Importance of the Wheelchair

The first thing to consider about a wheelchair is its great importance to its owner. The chair is as valuable to the user as the body part or function it has replaced. Many wheelchair users consider their wheelchair an extension of their own body. Understanding that all people have a

space requirement, unnecessary leaning or touching the chair is similar to leaning or touching the person.

Proper assistance techniques ensure safety and comfort for the occupant. Do not jerk or jolt, which can be very uncomfortable for the person in the wheelchair. Because of a wheelchair's value to the occupant, it is important to treat it carefully. Take care not to scratch the tubing on the corners of lifts. The securement straps should not gouge or scar the frame of the chair.

Center of Gravity

Assisting passengers in wheelchairs involves a few basic maneuvers. As you push the chair you can feel that the weight is distributed evenly between the front and rear tires. The center of gravity in an unoccupied chair is just above and forward of the rear axle.

The center of gravity is raised however when the chair is occupied and changes to the top of the arm rests. Therefore, even though weight is well distributed the short wheelbase and high center of gravity make it possible to spill a person forward. Hitting a crack in the sidewalk or the base lip of the lift with the front wheels may be enough to cause such an accident.

Centrifugal force (outward) is exerted on wheelchairs when your bus turns a corner or takes a turn. Wheelchairs pick up road shock each time the vehicle hits a bump. Care and judgment are needed to avoid unnecessary potholes or bumps.

Wheelchair FAQ

Q: Does a wheelchair need brakes to use intercity bus service?

A: NO. The DOT ADA regulations' definition of a wheelchair does not include a requirement for brakes or any other equipment. An intercity bus route operator may not deny transportation to a wheelchair user because the wheelchair does not have brakes, or the user does not choose to use set brakes.

Q: Can a transportation provider refuse to carry a person with a disability, especially a person using an electric scooter that meets the definition of a wheelchair because of higher insurance rates or liability concerns?

A: NO. Section 37.5(g) of the DOT's ADA regulations prohibits an operator from denying service to an individual with a disability because its insurance company conditions coverage on rates or the absence of individuals who use wheelchairs.

Q: Can a transportation provider require a person to transfer from a wheelchair to a vehicle_seat?

A: NO. Section 37.165 (e) of the DOT's ADA regulations allows persons who use wheelchairs to transfer to a vehicle seat if one is available. Such a move is the passenger's decision, and the company cannot force a rider to transfer to vehicle seat, although the operator can suggest a transfer in a non-coercive way.

Tips for Drivers Assisting with Wheelchairs

- Talk directly to the person in wheelchair rather than to the person pushing the wheelchair. In extended conversation bend your knees and stoop to the person's eye level.
- Ask if assistance is needed before you assist, including pushing the wheelchair.
- Whenever possible place yourself on the low side of the passenger whom you are aiding. When going up an incline, ramp, or curb, you should be behind the chair facing forward and walking forward; when coming down, you should be behind the chair holding onto the handle grips, facing the direction you are coming from. Make certain you check behind for obstacles and slippery spots.

9. LIFT OPERATING PROCEDURES

Wheelchair lifts make it possible to board wheelchairs of various sizes and weights in an efficient manner. However, lifts are potentially hazardous equipment. They must be maintained and operated properly. Considerable caution and awareness is needed when operating a lift.

Only the driver or a trained Blue Sky Transit employee should operate the lift.

PRE-TRIP

The first driver of the day will be required to cycle the lift as part of the pre-trip inspection. Subsequent drivers taking the bus should pre-trip for “satisfaction” according to professional standards.

Subsequent drivers are encouraged to cycle the lift at the end of the day. This helps to maintain the lift as well as keeping the driver well versed in lift operation. Basic, easy to understand instructions for the drivers should be in the lift area.

Securement Equipment that must be on each bus

Equipment checks should be part of the pre-trip inspection

- Equipment storage bag or compartment container
- 4 track/pocket fittings with retractable belts for two wheelchairs
- Four safety approved web loops
- Belt cutter

Floor Track Strips

All buses leaving the service center should have plastic floor tracks in place to ensure that it is easy to move the seats into position for a wheelchair or scooter securement.

When a driver removes the floor track strips to move seats for a wheelchair, please place the strips with the securements in the overhead rack.

All buses leaving the service center should have all seats in place for full capacity seating and all floor strips are in place to ensure that seats can be moved if necessary:

General Guidelines

1. Stop the bus at a point that will allow the lift to be deployed at a stop that is level and free of obstacles. The bus can be one to two feet from the curb.
2. Secure the bus. ALWAYS engage the parking brake before attempting to use the lift.
3. Rearrange the seats to accommodate your passengers with disabilities.
4. Turn on the power to the lift
5. Exit the vehicle and open and secure the doors to the lift
6. Make sure that you and others are clear of the lifts moving parts during operation
7. Lower the lift platform until it makes level contact with the ground and the front barrier lowers for boarding
8. You may recommend (but not require) that the passenger using the wheelchair board facing backwards. The decision is the passengers.
9. Be sure the wheelchair is centered, both front to rear, as well as side to side. This will help ensure that the lift operates properly. The size of the wheelchair may be greater than 30 inches X 48 inches if the tip plates are still functional.
10. If the passenger is using a power chair, ask him or her to turn the power off.
11. Ask the passenger to set the wheelchair brakes
12. Make sure the foot barrier/tip plate of the lift platform is up and locked. If the lift has a safety strap be certain that it is secured across the front of the lift.
13. Communication is important. Tell the passenger what you are doing. For example, tell the passenger as you prepare to raise the lift.
14. Always observe the operation of the lift and the movement of the passenger as you raise the lift. Do not allow yourself to be distracted by outside events.
15. It is best to move the lift up or down without stopping.
- 16.
17. After the platform stops at the floor position of the bus, be sure the flap/tip plate is over the entranceway. Enter the vehicle, unlock the wheelchair brakes and move the passenger to the seating area.

18. Once inside the vehicle, the wheelchair should be secured before lowering the lift.
19. There are safety switches, which should prevent you from operating the lift unless the strap is in place and from operating the vehicle unless the door is securely closed. Do not rely on them. Always follow proper procedure and make sure the safety strap is secure and the front barrier is locked

Stand on the ground with one hand holding the wheelchair and one hand operating the controls. Raise the platform only a couple inches. Check the front safety barrier to be certain it is locked. Only after you are certain the barrier is locked, continue raising the lift platform to the vehicle floor level.



Standees on the Lift

Standees should stand in the center of the platform facing the direction they will travel. If capable, the passenger should hold both handrails when on the platform. How you can best protect the passenger must be assessed with each standee use of the lift.

Power Wheelchairs on the Lift

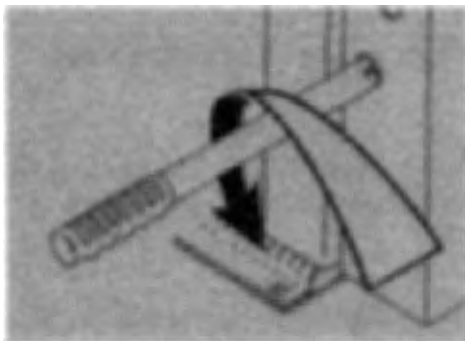
When boarding this passenger, ask them to turn the power to the device off after they have gotten onto the lift. When the lift comes up to floor level, ask the passenger to turn the power on again and only tap their controls for the direction you want them to travel. This may require two or three taps, but you want to be certain they are going in the correct direction.

When exiting the vehicle, again ask the passenger to tap their controls one, two or three times to get them onto the lift platform. Once on the platform, ask them to turn off the power.

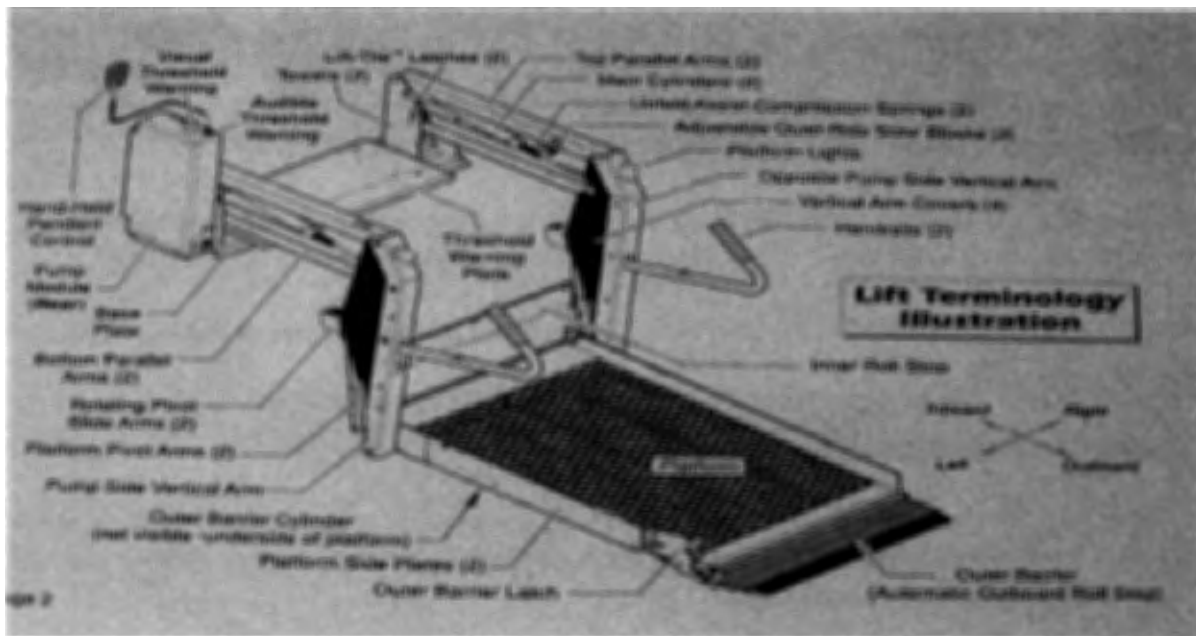
Make certain you are clear in your directions, and that the passenger understands what you are saying.

Manual Operation of the Lift

All Braun and RICON Mobility lifts are equipped with a hydraulic manual pump located within the plastic motor housing on the side of the lift. A steel pump arm may be mounted on the inside or outside of this plastic housing.

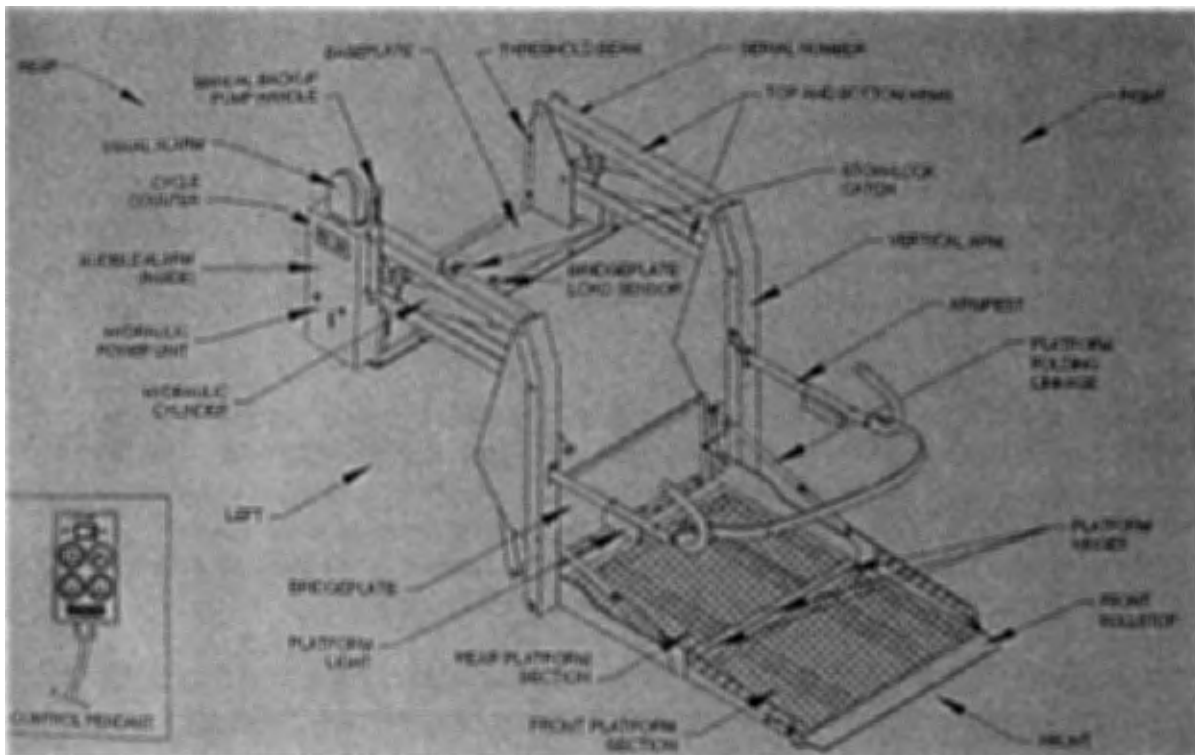


Braun Lift



- Vehicle movement is prohibited unless the lift is fully stowed and the lift will not function unless the vehicle is parked and secured.
- A visible and audible threshold warning system will activate if 25 pounds or more are on the threshold warning plate when the platform is one inch or more below the floor level.
- The inner roll stop and outer barrier sense weight to prohibit lift operation. The lift will not function if 25 pounds or more are on the inner or outer roll stop. The lift platform cannot be folded if 50 pounds or more are on the platform.
- The lift cannot be raised more than three inches unless the outer barrier is vertical and the outer barrier latch is positively engaged.
- A power switch is located on the power box to the lift itself and is accessible from outside the vehicle when the lift doors are open.

RICON Lift



- Two light beams detect if someone passes through either one when the platform is one inch below the floor level. Audible and visual signals are activated.
- The RICON lift bridge plate is equipped with a load sensor which will prevent lowering of the lift platform if an object is on the bridge plate.
- The RICON lift will not operate unless the occupant restraint belt is properly fastened.
- A power switch is located on the hand control for the lift.

Cycle Counter

The Braun and RICON lifts have a lift cycle counter located on the hydraulic pump housing, visible through a slot on the aisle side of the housing. The counter advances each time the platform moves through a complete cycle. The number of cycles displayed is used to schedule preventive maintenance services and to ensure that lift cycles meet the manufacturers' recommendations.

10. WHEELCHAIR SECUREMENT

Requirements under the ADA

Section 38.23(d) of the DOT's ADA regulation requires all ADA compliant vehicles have a two-part securement system: one to secure the wheelchair and a seatbelt and shoulder harness for the wheelchair user (such seatbelts and shoulder harness shall not be used in lieu of a device which secures the wheelchair or mobility aid itself). All vehicles over 22 feet in length must have two securement locations.

According to the ADA, "The securement system shall be placed as near to the accessible entrance as practical and shall have a clear floor space area of 30 inches by 48 inches. If you have already boarded an "extra long" passenger the 48" might be exceeded and then you don't have room for the 2nd chair. Such space shall adjoin and may overlap an access path. Securement areas may have fold-down or flexible seats ...provided the seats when folded or moved do not obstruct the clear floor space required. 49CFR38 (d) (2)

The securement system shall limit the movement of an occupied wheelchair or mobility aid to more than 2 inches in any direction under normal operating conditions. (38(d) (5)

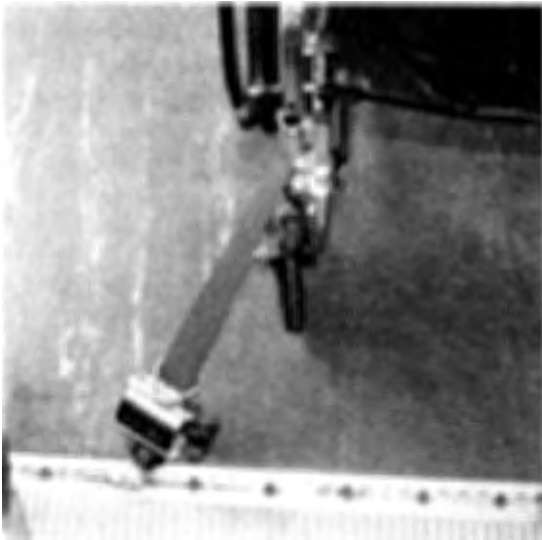
Placement of the Wheelchair

The wheelchair and occupant must face toward the front of the bus; center the wheelchair between the floor tracks or plates. Apply the wheel locks when securing a manual wheelchair and turn off the power on motorized chairs.

Attach the front straps

The track/pocket fitting on the belt must be attached to the floor track/pocket three to eight inches outside the front wheel, providing side to side stability. Do not permit the strap to interfere with the passengers' footrest or to conform to any part of the chair. Make certain to maintain a clear load path from the floor to wheelchair.

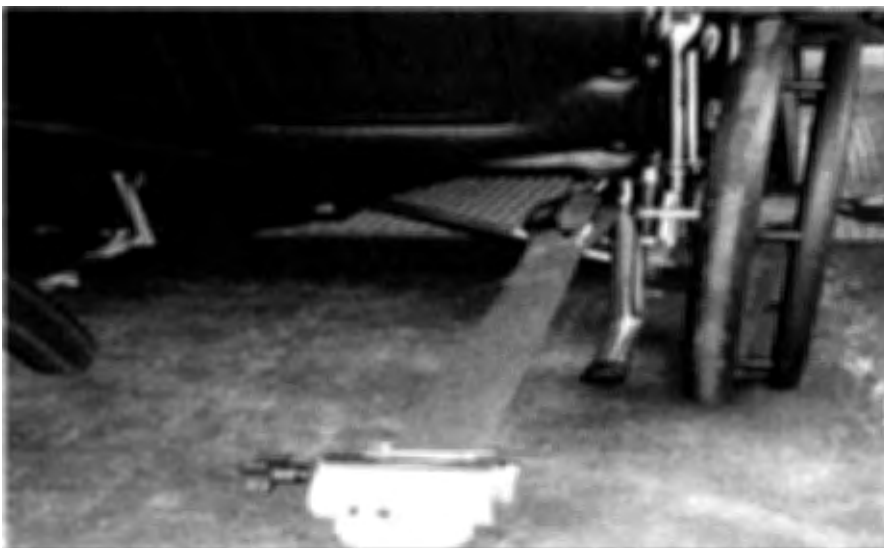
When inserting the track/pocket fitting into the floor, pull on it to make certain it is secure. The other end of the strap must be looped around a permanent part of the chair as close to the seat cushion as possible. Ideally there should be a 45-degree angle from floor to the wheelchair.



Attach the rear straps

After moving to the rear of the wheelchair release the wheel locks and pull the chair rearward, re-apply the wheel locks. When securing a motorized wheelchair ask the occupant to move the chair rearward and then turn off the power. Doing this removes all slack in the front securement belts.

Attach the track/pocket fittings in the floor just to the inside of the rear wheels. Pull upward on the strap to make certain it is secure. The other end of the strap must be looped around a permanent part of the chair as close to the seat cushion as possible. Ideally there should be a 45-degree angle from the floor to wheelchair.



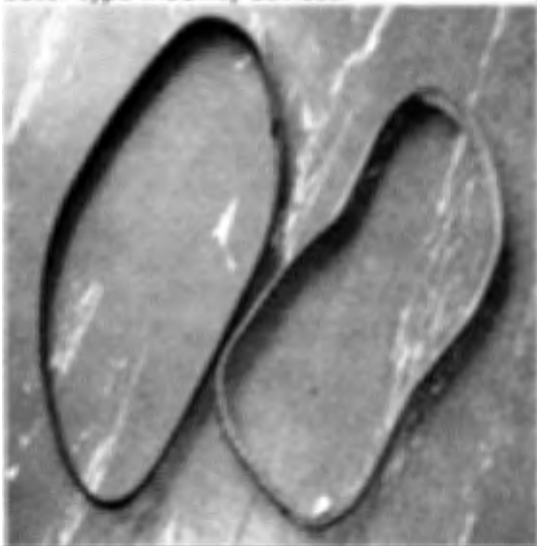
Attach the track/pocket fittings in the floor just to the inside of the rear wheels. Pull upward on the strap to make certain it is secure. The other end of the strap must be looped around a permanent part of the chair as close to the seat cushion as possible. Ideally there should be a 45-degree angle from the floor to wheelchair.

Retract the belts until tight.

Check to ensure that all securement belts are properly attached and tensioned and that the wheelchair does not have an excess movement from front to rear or side to side. Remember, under the ADA the wheelchair cannot move in excess of two inches in any direction.

Web Loops (Quick Straps)

The webbing loop will allow safe securement of many different types of wheelchairs as well as scooter type mobility devices.



Cautions

- Do not attach the straps to the wheels or any detectable portion of the wheelchair
- Do not allow straps to conform or bend around wheels, footrests or any other object
- Never use only the cam buckle straps on all four points of attachment to the wheelchair frame. The cam buckle is a slack removing device and can only tension to the extent of the operators strength and angle of pull. At least two of the securement straps must have full tensioning capability

- Do not use different styles of buckle straps for attachment to the same end of the wheelchair such as one retractor and one non-retractor.
- Do not cross the securement straps or attach to the cross piece under the seat. This may place added stress or unequal load forces on the wheelchair frame and may contribute to collapsing or tipping of the wheelchair.

11. SECURING THE OCCUPANT

Requirements under the ADA

Under the broad non-discrimination provisions in Section 37.5 of the DOT's ADA regulations, an intercity bus operator is not permitted to require the use of seatbelts and shoulder harnesses by wheelchair users, unless the operator requires the use of these devices by all passengers. On a fixed route bus, if none of the passengers are required to wear seat or shoulder belts then neither can the person using the wheelchair be required to do so.

If a seat belt is provided at each seat and the company has a written policy requiring seat belt use, all passengers must wear belts.

Lap Belt

The lap belt must be worn low and snug across the front of the occupant's pelvic area, with the junction between the lap belt and shoulder belt located near the wearer's hip. Make certain not to position the lap belt over the abdominal area. Slide the belt through the arm rests of the wheelchair against the body of the occupant. In the event of a sudden stop this can prevent the occupant from sliding out of the wheelchair under the belt. Pull on the loose ends of the lap belt to provide firm and comfortable tension.

Do not use a postural belt as a substitute for a lap belt. A postural belt is used to keep the occupant upright in the wheelchair. It is not a certified lap belt that is designed and tested for use in conjunction with the securement system.

Shoulder Belt

Bring the locking fitting on the end of the shoulder belt over the shoulder, contacting the collarbone and diagonally across the upper chest of the occupant. Connect this fitting to the appropriate attachment on the lap belt. Pull on the loose end of the belt through the adjuster to achieve firm, but comfortable tension. Make certain to pull on the belt to ensure that all fittings are properly attached.

When the lift isn't working – what should the driver do?

Do not attempt to help the passenger up the steps!

Call dispatch to determine if there is another bus available at the boarding location with a working lift

12. ACCIDENTS AND EMERGENCIES

Your passengers literally place their lives in your hands when they board your vehicle.

In an accident or emergency, your responsibilities range from having the ability to protect yourself and your passengers from injury or death, to protecting yourself and your company afterwards from fraudulent or excessive liability claims.

The four basic accident and emergency handling procedures are:

1. Keep calm – you are the person who must make rational and informed decisions. Pause for a moment, take a deep breath, and take control.
2. Protect your passengers, yourself, your bus – determine if the bus must be evacuated or not. Make certain your passengers are in a safe location and do not wander into danger.
3. Contact dispatch– notify of location, condition, and any medical emergencies.
4. Complete the required reports – you are responsible for completing accident reports thoroughly and in full detail.

Each situation is going to be different. Therefore, numbers 2 & 3 may be reversed. Numbers 1 & 4 remain constant.

Evacuation

As a driver, you have an important responsibility for the welfare and safety of your passengers and you must be prepared to provide evacuation assistance to all passengers.

The Evacuation Decision

Weather conditions, traffic, road conditions, availability of assistance, response time of public safety services will all enter the decision to evacuate. However, when there is leaking fuel, or the vehicle is in danger, then the need to evacuate is very clear.

If you smell smoke, see smoke or smell diesel fumes, evacuate the bus immediately. Do not assume it is not an emergency. If you see something that looks like it may be steam or smoke...assume it is smoke.

If you need to evacuate do not waste time calling dispatch. Call dispatch after you have evacuated the bus.

Evacuation of passengers who use wheelchairs

Passengers in wheelchairs present two elements for assessment. The first is whether or not the conditions permit operation of the lift. If the emergency was caused by a collision the impact may have caused damage preventing deployment.

Secondly, is the decision of whether or not to evacuate the passengers in their mobility device. If the impact forces were high, then the wheelchair may have sustained damage that may not be readily apparent.

Passengers may be reluctant to leave their wheelchair behind because without it they become totally immobile. However, saving the passengers' life is the first priority. Be sure to locate personal oxygen devices and if possible, remove them from the bus. If the removal jeopardizes your safety-inform fire personnel of these devices and approximate location on the bus.

In an emergency your passengers will look to you for directions. You represent authority and must take initial control and take the lead. Being well trained in emergencies will make it easier for you to stay calm.

However, once public safety personnel arrive on the scene they will assume command and control of the emergency.

Portable Oxygen

- Be sure to identify portable oxygen devices and remove from the bus, if possible
- Alert fire fighters to the presence of oxygen and location

Communicating with passengers and helpers

In an emergency, most passengers will look to you, the driver, for directions. You represent authority and must take initial control and take the lead.

Passengers should be advised that help is on the way, but for their safety, it is best that they leave or be assisted from the vehicle.

The use of able-bodied passengers or bystanders must be done with great care. The ability to remain calm and give clear and concise instructions to helpers will prevent unnecessary injuries.

As the driver of your vehicle, you are responsible for directing passengers and passers-by in giving assistance. However, once public safety personnel arrive on the scene, they will assume command and control of the emergency. At that point, your responsibility is seeing to the needs of your passengers.

Brainerd & Crow Wing Public Transit *Operations and Maintenance*

RFP Evaluation Scoring Sheet

Evaluation Factor	Points	Blue Earth Blue Sky/Blue Sky Transit (Jefferson Lines)			
Technical / Operations (40%)					
<i>Listed in order of importance</i>					
1. Qualifications/Experience (25%)	10	5	Meets requirements		
2. Personnel Plan (25%)	10	3	Current lack of appropriate staff and proposal indicates an intent of hiring a manager with award		
3. Proposed Management and Operations Plan (25%)	10	3	Previous operations have not followed requirements		
4. Proposed Maintenance and Equipment Plan (25%)	10	2	Proposal lacks clarity on plan. Copies PM requirements. No mention of how this will be tracked. Previous operations have significantly been lacking in this area.		
Subtotal – Technical / Operations	40	13			
Proposed Personnel (20%)					
<i>Listed in order of importance</i>					
Qualifications and Experience of proposed General Manager (20%)	4	1	CEO and Sales Manager are both experienced however, both are not involved in operations.		
Proposal to comply with Labor Requirements and proposed Wage and Benefit Plan (20%)	4	2	Meets requirements.		
Qualifications and Experience of proposed Maintenance Manager and/or Plan (20%)	4	1	Similar to previous comments. Previous operations have lacked in PM and other maintenance activities.		
Qualifications and Experience of proposed Operations Manager (20%)	4	1	Currently staffing a “temporary” manager that is not full time intending to hire the replacement. Little experience with this operation.		
Recruiting, hiring, training, and retraining program for Drivers and Dispatchers (20%)	4	2	Meets requirements		
Subtotal – Personnel	20	7			

Brainerd & Crow Wing Public Transit *Operations and Maintenance*

Performance / Financial (20%)					
<i>Listed in order of importance</i>					
Applicability of Past Performance References (20%)	4	2	Meets requirements		
Credit References & Financial Ability (20%)	4	2	Meets requirements		
Responsiveness of Proposer in addressing and correcting problems (20%)	4	1	Previous operations have lacked in responsiveness. Specifically, examples include accident reporting and maintenance. Not well addressed how the new contract would be improved.		
Management Staff's ability to meet the expectations and needs of the transit agency (20%)	4	1	Significant number of turnover in the manager position throughout the previous contract. Not addressed how this will be better in the next.		
Proposer's Customer Service (20%)	4	2	Meets requirements. Have had isolated issues that the contractor has addressed.		
Subtotal – Performance / Financial	20	8			
Management Plan (20%)					
Ability to Conform to Management Plan (35%)	7	2	Much of this proposal is the same as the previous proposal from this contractor. However, the operations feel short of the commitments and requirements detailed in the Management Plan. This proposal lacks clarity how this would be addressed in the next contract.		
Interviews with proposed management staff (35%)	7	3	Meets requirements		
Financial Worksheet & Financial Proposal - Budget (30%)	6	3	Meets requirements		
Subtotal – Management Plan	20	8			
TOTAL – All Evaluation Points	100	36			

Reviewer Name: Jessie Dehn, P.E.

Title: City Engineer/Public Works Director

Brainerd & Crow Wing Public Transit Operations and Maintenance

RFP Evaluation Scoring Sheet

Evaluation Factor	Points	Blue Earth Blue Sky/Blue Sky Transit (Jefferson Lines)			
Technical / Operations (40%)					
<i>Listed in order of importance</i>					
1. Qualifications/Experience (25%)	10	4			
2. Personnel Plan (25%)	10	3			
3. Proposed Management and Operations Plan (25%)	10	2			
4. Proposed Maintenance and Equipment Plan (25%)	10	1			
Subtotal – Technical / Operations	40	10			
Proposed Personnel (20%)					
<i>Listed in order of importance</i>					
Qualifications and Experience of proposed General Manager (20%)	4	1			
Proposal to comply with Labor Requirements and proposed Wage and Benefit Plan (20%)	4	3			
Qualifications and Experience of proposed Maintenance Manager and/or Plan (20%)	4	1			
Qualifications and Experience of proposed Operations Manager (20%)	4	1			
Recruiting, hiring, training, and retraining program for Drivers and Dispatchers (20%)	4	1			
Subtotal – Personnel	20	7			
Performance / Financial (20%)					
<i>Listed in order of importance</i>					
Applicability of Past Performance References (20%)	4	2			
Credit References & Financial Ability (20%)	4	2			
Responsiveness of Proposer in addressing and correcting problems (20%)	4	1			
Management Staff's ability to meet the expectations and needs of the transit agency (20%)	4	1			
Proposer's Customer Service (20%)	4	1			
Subtotal – Performance / Financial	20	7			
Management Plan (20%)					
Ability to Conform to Management Plan (35%)	7	2			
Interviews with proposed management staff (35%)	7	1			

Brainerd & Crow Wing Public Transit *Operations and Maintenance*

Financial Worksheet & Financial Proposal - Budget (30%)	6	3			
Subtotal – Management Plan	20	6			
TOTAL – All Evaluation Points	100	30			

Reviewer Name: Crystal Gauthier

Title: City of Brainerd & Crow Wing County Transit Coordinator

Brainerd & Crow Wing Public Transit *Operations and Maintenance*

Reviewer Notes

Use this sheet to record any notes while you read and evaluate proposals. All notes become part of the procurement history file.

Brainerd & Crow Wing Public Transit Operations and Maintenance

RFP Evaluation Scoring Sheet

Evaluation Factor	Points	Blue Earth Blue Sky/Blue Sky Transit (Jefferson Lines)			
Technical / Operations (40%)					
<i>Listed in order of importance</i>					
1. Qualifications/Experience (25%)	10	5			
2. Personnel Plan (25%)	10	5			
3. Proposed Management and Operations Plan (25%)	10	5			
4. Proposed Maintenance and Equipment Plan (25%)	10	5			
Subtotal – Technical / Operations	40	20			
Proposed Personnel (20%)					
<i>Listed in order of importance</i>					
Qualifications and Experience of proposed General Manager (20%)	4	2			
Proposal to comply with Labor Requirements and proposed Wage and Benefit Plan (20%)	4	2			
Qualifications and Experience of proposed Maintenance Manager and/or Plan (20%)	4	2			
Qualifications and Experience of proposed Operations Manager (20%)	4	2			
Recruiting, hiring, training, and retraining program for Drivers and Dispatchers (20%)	4	2			
Subtotal – Personnel	20	10			
Performance / Financial (20%)					
<i>Listed in order of importance</i>					
Applicability of Past Performance References (20%)	4	2			
Credit References & Financial Ability (20%)	4	2			
Responsiveness of Proposer in addressing and correcting problems (20%)	4	2			
Management Staff's ability to meet the expectations and needs of the transit agency (20%)	4	2			
Proposer's Customer Service (20%)	4	2			
Subtotal – Performance / Financial	20	10			
Management Plan (20%)					
Ability to Conform to Management Plan (35%)	7	3.5			
Interviews with proposed management staff (35%)	7	3.5			

Brainerd & Crow Wing Public Transit *Operations and Maintenance*

Financial Worksheet & Financial Proposal - Budget (30%)	6	3			
Subtotal – Management Plan	20	10			
TOTAL – All Evaluation Points	100	50			

Reviewer Name:

Douglas Stenberg

D. Stenberg

Title:

Chair

Brainerd & Crow Wing Public Transit *Operations and Maintenance*

Reviewer Notes

Use this sheet to record any notes while you read and evaluate proposals. All notes become part of the procurement history file.

MEMO



TO: Transportation Advisory Committee
FROM: Crystal Gauthier, Transit Coordinator
DATE: May 9, 2024
RE: Transit Operating Statistics

Operating Statistics 1/1/2023 – 2/29/2024

- 51,517 total passengers
 - 3,070 passengers January 2024
 - 22 operating days
 - 2,930 passengers February 2024
 - 21 operating days
- 467 new customers
 - 54 new customers in January and February 2024
- 1,151 no shows
 - 90 no shows January 2024
 - 65 no shows February 2024

Productivity by Service 1/1/2023 – 2/29/2024

- Baxter – 6,688 passengers
- Brainerd – 36,521 passengers
- County – 7,698 passengers
- Pine River – 610 passengers