

Maui Bus - RFP for Commuter Transportation Services

REQUEST FOR PROPOSALS

CONTRACTED MAUI BUS COMMUTER TRANSPORTATION SERVICES

DEPARTMENT OF TRANSPORTATION

COUNTY OF MAUI

RFP 17-18/P-19

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## NOTICE – REQUEST FOR PROPOSAL


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Requests for proposals to provide CONTRACTED MAUI BUS COMMUTER TRANSPORTATION SERVICES for the County of Maui Department of Transportation (MDOT), will be received up to **04:00 P.M.** Hawaii Standard Time on:

**September 08, 2017**

Proposals will be received and time stamped by the Bid Receiver, County of Maui Purchasing Division, 2145 Wells Street Suite 104, Wailuku, HI. 96793. Proposals shall be labeled "**Maui Bus Commuter Transportation Services, RFP 17-18/P-19**". Proposals shall **not be opened publicly**. The contract file shall be available for public inspection after posting of an award.

Call Don Medeiros at 808-270-7511 for more information.

  
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DANILO F. AGSALOG  
Director of Finance  
County of Maui

## SPECIAL PROVISIONS

RFP 17-18/P-19

1. Provide CONTRACTED MAUI BUS COMMUTER TRANSPORTATION SERVICES for the County of Maui Department of Transportation (MDOT). The successful firm chosen to manage and operate the service will do so for an initial term of one (1) year, with four (4), one year options to renew the contract based on performance and funding. Services will commence July 1, 2018.
2. Offer shall include all applicable taxes, components as listed in these specifications, and shipping and handling charges.
3. The Director reserves the right –
  - To accept or reject any or all offers and to waive any minor or inadvertent discrepancy in the bid documents;
  - To withhold confirmation of award for a period of sixty (60) calendar days from the date of the bid opening; and
  - To increase or decrease the quantity any time prior to award and the Contractor agrees not to claim loss of profit from this change.
4. Offeror shall not submit more than one (1) offer form and shall not submit more than one (1) offer for each item specified in the offer form. Doing so shall be cause for rejection of all offers from that Offeror.
5. A bond and performance bond shall not be required.
6. No offer shall be withdrawn after the hour set for the bid opening.
7. Found within the “Maui Bus Commuter Transportation Services RFP 17-18/P-19” packaging being transmitted to the County of Maui Purchasing Division - Offeror shall submit **one original and six (6) copies** of its proposals which includes price forms and all FTA required forms. Offeror shall also submit one additional redacted copy of the proposal that can be used for servicing public information requests. It shall be the same as the original version but with the exception of confidential information.

Offeror shall also submit **two (2) compact discs (CD) or two (2) removable electronic storage devices** that shall include electronic copies of everything that is being submitted. The copies on CD or removable electronic storage device shall be an exact duplicate of proposal submitted (including price proposal) and will become the property of the County of Maui and will not be returned. This electronic storage devices must also include the one redacted copy of the proposal that can be used for servicing public information requests. It shall be the same as the original version but with the exception of confidential information in electronic format.

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8. Offeror shall deposit the sealed proposals with the Bid Receiver, Division of Purchasing, Department of Finance, Wells Street Professional Center, 2145 Wells Street, Suite 104, Wailuku, Hawaii 96793.
9. Offer shall be received and time stamped by 4:00 o'clock p.m. on the date designated for bid opening. Offers mailed and postmarked earlier than the date and time specified, but time stamped later shall be rejected. Offers received and time stamped earlier at other locations, but time stamped by the bid receiver later than the date and time specified, shall also be rejected.
10. Based on the evaluation criteria, finalists will be selected.
11. Any questions pertaining to the technical aspects of this solicitation shall be directed to Don Medeiros at 808-270-7511 or [don.medeiros@co.maui.hi.us](mailto:don.medeiros@co.maui.hi.us).  
  
Any questions pertaining to the commercial aspects of this solicitation may be directed to Jared Masuda, Department of Finance, Purchasing Division at 808-463-3816 or at [jared.masuda@co.maui.hi.us](mailto:jared.masuda@co.maui.hi.us)
12. Substitution requests and/or questions must be received at least ten (10) calendar days prior to the bid opening date. Any acceptable modifications or clarifications shall be made by issuance of an addendum.
13. The County of Maui General Terms and Conditions for Goods and/or Services shall be made a part of these bid documents, and can be found at the following link: <http://www.mauicounty.gov/documents/Finance/goodsandservices.pdf>.
14. In accordance with Section 3-122-112, as amended, of the Hawaii Administrative Rules, the successful bidder must produce the following documents:
  - Tax Clearance Certificate
  - DLIR Certificate of Compliance
  - Certificate of Good Standing from the DCCAThe awarded Contractor is encouraged to use the Hawaii Compliance Express website to assist them in obtaining the above certificates. The State website is <http://vendors.ehawaii.gov>
15. This is a Federal Transit Administration (FTA) grant funded project and the successful Contractor must comply with all FTA requirements set forth. Applicable Federal Clauses and Federal Certifications are found in **Attachment "A"**.
16. Liquidated Damages. It is mutually understood and agreed by and between the County and the Contractor that time is of the essence of this contract. In the case of any failure by the Contractor to complete the contract within the time specified, the Contractor agrees that the County will be damaged thereby, and that the amount of said damages are difficult, if not impossible, to accurately quantify. In light of the foregoing funding, it is hereby agreed that the amount of such damages shall be estimated, agreed upon, liquidated and fixed at the sum of Two Hundred Fifty dollars, (\$250.00) for each and every calendar day, including Sundays and holidays, that exceeds the contract

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completion date, and that the Contractor hereby agrees to pay the County as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

17. A valid Federal/State tax clearance certificate shall be required prior to an award.

18. Pre-Contractual expenses are defined as expenses incurred by Offeror in:

- Preparing its proposal in response to this RFP;
- Submitting that proposal to MDOT;
- Negotiating with MDOT any matter related to this proposal; or
- Any other expenses incurred by Offeror prior to date of award, if any.

MDOT shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the presentation of its proposal. Offeror shall not include any such expenses as part of its proposal.

19. Joint Offers – Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. MDOT intends to contract with a single firm and not with multiple firms doing business as a joint venture.

## SCOPE OF WORK

### INTRODUCTION/OVERVIEW

The County of Maui Department of Transportation (MDOT) is seeking proposals from qualified firms to manage and operate the Maui Bus commuter route services described in this RFP. The successful firm chosen to manage and operate the services will do so for an initial term of one (1) year, with four (4), one year options to renew the contract based on performance and funding. The four (4), one year options to renew the contract **may** include a maximum funding increase per annum of up to 5% requiring a breakdown of incurred and anticipated budget increases prior to budget preparations in the Fall for the next fiscal year, **subject to funding availability and County Council approval. The potential of up to 5% increases are not guaranteed.** Please note that should the County Council not approve any increases for the subsequent years, the initial term cost will be used. Services will commence July 1, 2018.

MDOT contracts out services to provide commuter bus transportation services for four commuter routes, using non-county owned coach-type buses with a minimum of 50 seats, provided that reasonable accommodations are made for ADA passengers (no “school bus” type buses). This service is operated 7 days a week including holidays. A key objective is the need to maintain and improve the level of transit service throughout the island as an alternative to driving an automobile and particularly where it concerns work-related transit.

The selected Contractor shall provide for all requirements for the operation of the commuter services, including, but not limited to: management, personnel, dispatching, operations, facility, maintenance, fuel, insurance, record keeping and reporting, computer hardware and administrative software, telecommunications equipment and system, and vehicles for driver relief and road calls. No vehicles are being provided by the County of Maui for this service.

MDOT may claim Federal Transit Administration (FTA) funds during the term of the contract to fund capital or operational needs of the transit system, the Contractor must have a full understanding of the documentation required by FTA as a condition of receiving these funds, including Equal Employment Opportunity plan, Title VI policy, Transit Asset Management plan, Drug and Alcohol Policy and reporting requirements, surveys meeting the requirements of FTA Circulars 2710.1A and 2710.2A, and other operational data necessary for the National Transit Database report.

It is MDOT’s intent to issue a Notice to Proceed allowing sufficient time for the Contractor to perform all front-end activities, including start-up, training, and mobilization prior to the commencement of the Services. The Contractor will operate the Services described below from strategically located facilities, situated so as to maximize service provisions within the designated service area and minimize deadhead expense.



## SERVICE DESCRIPTIONS:

For the service area, development of service schedules, routes and public timetables are the responsibility of MDOT. MDOT shall provide the Contractor with schedules and headways for each route, showing all trips, time points, stops, layovers, total scheduled revenue miles and hours. MDOT's service may be revised during the duration of the contract period; these revisions implement timing and alignment issues and the resulting changes may or may not impact the Contractor's number of revenue hours.

## COMMUTER ROUTES

Route Served
<b>Makawao to Kapalua and Return (1 bus)</b>
<b>Haiku to Wailea and Return (1 bus)</b>
<b>Wailuku to Kapalua and Return (4 buses)</b>
<b>Kihei to Kapalua and Return (1 bus)</b>

In addition to maintaining current levels of service, MDOT may expand and/or alter existing services when funding is available, especially during the four year contract extension period.

## COMMUTER VEHICLES

MDOT is not providing any vehicles with this contract. Coach-type buses with a minimum of 50 seats, provided that reasonable accommodations are made for ADA Passengers (no "school bus" type buses). All commuter vehicles shall be outfitted with GPS tracking to ensure on-time performance and status locations. MDOT shall have access to the GPS system and reporting.

## FARES:

The Maui County Council determines and set fares. The Contractor shall collect all correct fares from passengers and shall submit a monthly revenue collection report by route in addition to a consolidated revenue collection report not later than the 10th day of the following month as part of the quarterly report. Fares shall be made payable quarterly to "County of Maui Director of Finance" and transmitted as follows:

County of Maui  
Department of Transportation  
Attn: Director  
2145 Kaohu Street RM102  
Wailuku, HI 96793

Contractor shall submit policies and documentation on implementation procedures to safeguard the fare revenues (e.g., dual custody during counting, double signatures for deposit slips, video surveillance etc.) and shall take reasonable precautions to ensure the integrity of the fare collection process. It is recommended that video surveillance with different angles be utilized in

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the counting room and that video storage should be kept for a minimum of 3 months. Contractor shall make daily deposits of the cash fares and shall report all revenue to MDOT. Fares are to be collected daily under lock and key and are not to be co-mingled with other days. Contractor's drivers shall not make change and shall only accept the proper fare or passes. Contractor shall implement a fare reconciliation process to ensure the integrity of collected fares. MDOT reserves the right to conduct an audit of Contractor's fare control and reconciliation processes without notice. If video surveillance systems are utilized with this contract then video shall be fully accessible to MDOT. MDOT Diamond cashboxes are being provided and shall also be properly maintained.

Contractor shall ensure that all vehicles cashboxes are probed each night. The Contractor is responsible for the cash box contents and its security, and shall replace the contents and the cashboxes if damaged or lost.

Diamond Cash Boxes to be provided are as follows:

Box #:	Serial #:
1	9264
2	9263
3	9266
4	9267
5	9268
6	9269
7	9270
8	9272
9	9273
10	9274
11	11188
12	11189
13	11190
14	11191
15	11688
16	11699

The Fixed Route vendor shall supply the needed passes for the Commuter service. Fixed Route vendor only supplies ticket stock to Commuter vendor but vendor must report their own revenues collected back to MDOT.

NOTE: This is the current fare structure and estimate of pass quantities as of 5/1/2017.

Typical Pass Orders for Commuter Program (Monthly Quantity):

General Pass	\$45.00	Quantity: 500 (includes 300 direct sales)
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## LEVELS OF SERVICE & CONTRACT TERMS

### TERM OF THE CONTRACT

Services shall be initiated under this Agreement on July 1, 2018 and shall run through June 30, 2023, unless otherwise terminated pursuant to terms of the Agreement between MDOT and the Contractor. MDOT shall have the option of exercising four (4) one-year option years as follows:

Base Year 1:	7/1/2018 through 6/30/2019
Option 1:	7/1/2019 through 6/30/2020
Option 2:	7/1/2020 through 6/30/2021
Option 3:	7/1/2021 through 6/30/2022
Option 4:	7/1/2022 through 6/30/2023

The offeror, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the contract, insurance coverage as follows:

- Workers' Compensation insurance in minimum statutory amounts.
- The offeror shall secure and maintain commercial general liability insurance in the amount of at least ten million dollars (\$10,000,000) combined single limit per occurrence for personal injury, property damage, and contractual liability for all phases of the vendor's operations. Insurance policies shall provide for worker's compensation as required by law. All policies, except worker's compensation, shall name the County of Maui, Department of Transportation as additionally insured.
- Certificates of such insurance shall be filed with MDOT. Such certificates shall be subject to the approval of the MDOT Director and shall contain an endorsement stating that said insurance will not be canceled or altered by the insurer except after filing with MDOT written notice at least sixty (60) days written notice prior to cancellation or alteration.
- The vendor shall be required to defend and indemnify the County of Maui from liability arising from the operation of the transit system.

### ANNUAL SERVICE LEVELS

Offerors are instructed to incorporate all projected costs in the annual cost basis for all commuter routes. The costs shall be a comprehensive rate and shall include an amortization of all costs for providing the services. Cost shall include dead head, fuel, taxes, maintenance on all vehicle types, etc. and shall be proposed for each commuter route. MDOT during the life of the contract may need to make changes to routes and/or add new routes.

When bidding on the transportation services described, please submit offers on an annual cost basis for all commuter routes. The cost proposal shall also identify total service hours, annual, monthly and hourly rate by route, consistent with existing commuter routes and schedules. The latest schedule can be found at <http://co.maui.hi.us/bus>

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MDOT will use the above-mentioned monthly cost submittals as the basis to expand service using comparable routes with similar characteristics in time and mileage.

### WAGES & PUBLIC TRANSIT EMPLOYEE PROTECTIONS

Pursuant to Chapter 103, Section 55, Hawaii Revised Statutes, services shall be performed by employees paid at wages and salaries not less than the wages paid to public officers and employees for similar work. The latest Compensation Plans and Amendments can be found on the State of Hawaii Department of Human Resources Development website at <http://dhrd.hawaii.gov/>. Also applicable are Federal requirements under 49 U.S.C. Section 5333(b). Offeror shall keep up with any wage increases during the duration of the contract period as spelled out on the following positions. Rates are usually updated twice a year. Verification by means of payroll records must be provided by the offeror per the following Compensation Plans as of January 13, 2017 pay rates:

"BC-05"	(van/non-CDL/dispatcher)	\$3,538 monthly.
"BC-06"	(25 pax bus)	\$3,679 monthly.
"BC-07"	(30 pax and over)	\$3,827 monthly.
"BC-F210"	(Automotive Mechanic Supervisor II)	\$5,262 monthly.
"WS-10"	(Automotive Mechanic II)	\$4,687 monthly.
"BC-10"	(Automotive Mechanic I)	\$4,426 monthly.
"BC-05"	(Automotive Mechanic Helper)	\$3,538 monthly.

### UNLEADED/DIESEL FUEL

Fuel costs shall be taken into consideration and included in the overall cost to deliver the services consistent with the Maui Bus commuter routes and schedules.

### CUSTOMER RELATIONS:

Customer service is very important. In support of this, the Contractor shall participate in on-going customer relations efforts. The Contractor shall be required to attend quarterly meetings and other meetings as requested by MDOT to address customers, advocacy groups and various representatives in forums where transportation issues are discussed. Contractor shall provide surveys to riders for rider feedback.

## TRANSITIONING CONTRACTS:

### TRANSITION TO SUBSEQUENT CONTRACTOR:

The Incumbent Contractor must cooperatively participate in the transfer of this service to a new Contractor when applicable. No less than forty-five (45) days prior to a new Contractor starting, participation is necessary in:

1. Meetings
2. Transfer of records
3. Access to property

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

During the transition phase, MDOT staff will conduct several meetings with the Incumbent Contractor and new Contractor to discuss specific operations and records and the time frame in which they must occur. As requested by MDOT, Incumbent Contractor must make pertinent records accessible to both MDOT and new Contractor within two (2) days of MDOT's request.

By May 1<sup>st</sup>, 2018, the winning contractor shall submit a letter to the Director of Transportation stating that they have adequate staff (including drivers) to meet the Maui Bus resource needs as defined in the Scope of Work section. If the winning contractor is unable to fulfill its obligations, their offer will no longer be valid. The 2<sup>nd</sup> best responsible offer may be awarded the contract. **Offeror cost prices/offer shall be valid till June 30, 2018.**

## AGENCY OVERSIGHT AND MANAGEMENT:

Contractor performance pursuant to this procurement will be managed by MDOT. MDOT will, among other responsibilities, conduct unannounced audits of preventative maintenance inspection (PMI) performance, monitor the adequacy and conduct of repairs, monitor warranty administration and repairs, conduct pull-out inspections at least once per month, and recommend performance penalties as appropriate. MDOT may conduct unannounced audits of Contractor's compliance with regards drug and alcohol, payroll and any data provided in reports.

## CONTRACTOR MANAGEMENT AND OPERATION:

The following pages describe in detail the tasks required by this project. All proposals should include information as to the Contractor's ability to fulfill the task requirements in these task areas:

Task 1	Staff Requirements and Policies
Task 2	Training and Safety Programs
Task 3	Dispatch
Task 4	Vehicle Operations
Task 5	Performance Standards
Task 6	Data Collection/Reporting
Task 7	Vehicle Maintenance Services
Task 8	Penalties

## TASK 1 – STAFF REQUIREMENTS AND POLICIES

### A. Staff Requirements

Contractor shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of the commuter service. MDOT recognizes that a high quality operation begins with key personnel. Key personnel are defined as the Operations Manager(s), the Maintenance Manager and the Safety Trainer.

#### 1. General Manager

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

The General Manager must have a minimum of five year supervisory experience in public transportation operations or a related industry. The General Manager will demonstrate, by decision and action, competency in all aspects of the Maui Bus commuter service. The General Manager must be knowledgeable about all Federal, State and local transit rules, regulations and compliance. The General Manager will function as line supervisor of all project staff and will manage the Maui Bus accounts and operating records.

#### 2. Operations Manager

The Operation Manager shall be assigned to the general supervision, investigation and response to customer comments and complaints. MDOT requires written responses to complaints within forty-eight hours of the date of the complaint. The Operations Manager will act as back up for the project management functions. The Operations Manager must maintain consistent communications with MDOT through its designated project contact person(s). The Operations Manager shall have at least three years supervisory experience in providing transportation services.

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The Operations Manager or General Manager shall respond in person to any emergency or accident involving extensive property damage or injuries or as requested by MDOT during or after the operational hours of the system.

### 3. Maintenance Manager

The Contractor shall assign an onsite, employee to act as its Maintenance Manager for the contract. This position shall be responsible for the daily oversight of the Contractor's maintenance personnel. The Maintenance Manager must be Automotive Service Excellence (ASE) certified and obtain a State of Hawaii mechanics license. This certification includes gasoline & diesel engine, drive train, brakes, suspension and steering, electrical/electronic systems, heating/vent/air conditioning and preventative maintenance.

### 4. Dispatch Staff

Contractor shall provide the necessary staff to ensure efficient and timely administration of commuter dispatch in accordance with the service schedules and policies set forth by MDOT. Dispatch staff shall define, monitor and analyze fleet performance and adjust resource allocations/service schedules to meet changing time and travel patterns. Further, dispatch staff shall handle unanticipated service demands, passenger and vehicle accidents and other events in accordance with MDOT policies and procedures.

The dispatch staffer shall be monitoring and communicating with the drivers and management at all times.

### 5. Safety Trainer

Contractor shall assign an onsite, suitable Trainer who is fully qualified to conduct classroom & on the road training of the commuter drivers, who have a minimum of two (2) years of experience providing such training in similar systems. Other duties shall include behind-the-wheel driver training, refresher training programs and other training as determined necessary by the Contractor and/or MDOT.

### 6. Drivers

The Contractor shall assign/employ an adequate number of drivers (including standby drivers) to work and perform the route operations required under this contract. The drivers assigned to this contract must meet the following standards as outlined below:

- Drivers must be legally licensed to operate a bus in the State of Hawaii with a valid Class B license with a "P" endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations;
- Drivers must be in good standing with the DMV with no suspensions within the last five (5) years and having no more than three (3) moving violations within the last three (3) years preceding operation of the contract;
- Drivers must be able to speak, understand, read and write English adequately; and

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- Drivers are required to treat all passengers with respect and courtesy.
- Drivers must attain proper certification to operate commuter fleet vehicles prior to route assignment.
- Drivers must be familiar with respective routes.

### 7. Maintenance Personnel

#### Mechanics

The Contractor shall assign an adequate number of mechanics to work on the vehicles operated under this contract. The mechanics assigned to this contract must meet the requirements for vehicle maintenance as outlined below:

#### Knowledge of:

- Air conditioning, brakes, electrical, farebox, engine, steering, suspension, transmissions, and diesel fuel systems.

#### Ability to:

- Perform complete, reliable, and safe inspections;
- Use automotive test equipment effectively;
- Obtain precision measurements as required;
- Diagnose and perform repairs on systems related to coach buses;
- Diagnose, repair, and maintain vehicle power trains, including but not limited to engines, transmissions, drive shafts, differentials, and related sub-components;
- Diagnose, repair, and maintain vehicle brake, steering, and suspension systems;
- Diagnose, repair, and maintain electronic head-sign equipment (if equipped);
- Diagnose, repair, and maintain electrical systems and components. Must be able to read and understand electrical schematics;
- Diagnose, repair, and maintain air-conditioning systems;
- Adjust, repair, or replace damaged body parts and window glass;
- After on-the-job training, diagnose, repair, and maintain wheelchair lifts and ramps as well as diesel engines; and
- Read and understand parts and repair manuals.

#### Special Qualifications:

- Minimum ASE certification and/or a State of Hawaii mechanics License.
- This certification includes gasoline & diesel engine, drive train, brakes, suspension and steering, electrical / electronic systems, heating / vent / air conditioning and preventive maintenance.
- Current Medical Certificate;
- In good standing with DMV;

## B. Staffing Policies

### 1. Dress and Appearance Standard



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Contractor shall provide an MDOT approved uniform to be worn by all drivers when operating a vehicle in service. Jeans are not allowed. Driver shall wear a name tag/plate with their name prominently displayed and in clear view so that they can be easily identified by passengers.

It is the Contractor's responsibility to see that driver's uniforms remain in good repair, and do not appear old or worn out.

### 2. Driver Tools

The Contractor will provide all necessary operating equipment to the drivers and office personnel. Driver equipment will include, but not be limited to, driver trip sheets, clipboards, and black or blue ink pens. Drivers are also required to be equipped with an operable and accurate time piece at all times. Time to be synced with dispatch time.

### 3. Personnel Policies

The Contractor shall have in effect personnel policies that conforms to all local, state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol, Worker's Compensation, and other regulations as appropriate.

### 4. Removal of Drivers

MDOT may require that any driver be removed from service under the contract for excessive complaints, rudeness, or other inappropriate behavior or appearance. This may also include incidents deemed major after an investigation.

### 5. Driver Feedback

Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor must have written policies and procedures to accomplish this function, including monthly driver meetings to initiate and utilize driver feedback. Meeting minutes shall be provided to MDOT monthly. MDOT shall be allowed to participate in monthly driver meetings.

## TASK 2 - TRAINING AND SAFETY PROGRAMS

### A. Training Requirements

The Contractor must comply with all Federal, State of Hawaii and County of Maui laws, rules, regulation and ordinances.

#### 1. Vehicle Operator Training

The Contractor shall be responsible for all training of vehicle drivers including MDOT's service policies, passenger fares and overview of other Maui Bus services.

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Contractor shall be responsible for the provision of qualified training staff to conduct behind-the-wheel driver training and other necessary training as determined by the Contractor and/or MDOT.

### 2. Training Standards

Contractor will design, schedule and conduct ongoing training procedures which will train and prepare all drivers assigned to the contract in a manner that conforms to all federal, state and local laws throughout the term of the contract and assures the following operational objective are met:

- Provide route service which is safe and reliable;
- Provide route service which will maximize customer service; and
- Provide route service in a manner that will maximize productivity.

In support of the above objectives, Contractor shall provide all drivers with training satisfactory to MDOT in defensive and safe driving, passenger courtesy, comfort, sensitivity training, special care, and precautions to assist elderly and disabled persons as well as understanding of the Americans with Disabilities Act (ADA) as it relates to transportation. This training must meet the requirements of appropriate local, state and federal statutes. The Contractor shall incorporate MDOT's "BUS OPERATORS' GENERAL OPERATION PROCEDURE" Guidelines (**Attachment "B"**).

Training areas to cover shall include but not limited to the following:

- A review of applicable laws and regulations including ADA;
- Defensive and safe driving;
- Behind-the-wheel training in all types of vehicles to be operated under this contract;
- Safe vehicle operations;
- Demonstrate proficiency of each vehicle type;
- Maui Bus Commuter Route operations and services;
- Empathy and sensitivity training – for the proper interaction and transport of special needs passengers;
- Lift/wheelchair tie-down techniques and specific procedures for the transport of passengers with wheelchairs and other mobility devices;
- Operation of communications equipment in accordance with local, state and federal regulations;
- Customer service training;
- Fare collection and trip classification and counting;
- Paperwork completion, including proper reporting guidelines and completion of driver trip sheets. Contractor shall specifically address the prohibition on pre-completion of any part of the driver trip sheet (i.e. completion of time point data prior to actual arrival) and the proper procedure for correcting mistakes on trip sheet prior to submittal;
- Mandatory refresher training for drivers with repeated and accumulated minor infractions;

## B. Contractor Incentive and Safety Programs

The Contractor must maintain an incentive and safety program to support the goal of providing high quality route service for customers. These programs must be detailed in writing and implemented routinely. Incentives should be awarded at regular driver meetings to ensure a high visibility of outstanding performance among other employees.

## C. Local, State and Federal Regulations

### 1. Drug and Alcohol Testing

The Contractor shall comply with the requirements of the Drug Free Workplace Act of 1988. Testing shall be conducted pursuant to the Federal Transit Administration (FTA) regulation, 49 CFR Part 655, that mandates, under certain circumstances, urine drug testing and breath alcohol testing and the U.S. Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens, 49 CFR Part 40, as amended.

The regulations include requirements for pre-employment, post-accident, reasonable suspicion, return-to-duty, follow-up and for random testing of employees in safety sensitive positions. Additionally, subcontractors performing safety sensitive tasks are subject to the regulations and it shall be the responsibility of the Contractor to ensure this testing is conducted.

Agency requires that those safety sensitive employees employed by the Contractor for the performance of services under this Agreement (i.e., those employees employed by Contractor directly for MDOT) be tested at drug and alcohol rates established by the FTA, which are currently set at least 25% drug and 10% alcohol annually. Annual reports must be submitted electronically to the MDOT. The forms for this report shall be provided by MDOT. An annual report shall be submitted by March 15.

## TASK 3 - DISPATCH

Contractor shall provide qualified and trained personnel to: schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled routes for each day; assist drivers while they are in service to carry out the assigned route on-time, providing assistance as needed; monitor the performance of scheduled routes, reassigning route and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner; and ensure that unanticipated service demands, vehicle accidents, other events and general service delivery are handled and performed in accordance with MDOT policies and procedures. Dispatch staff shall:

- Provide continuous monitoring of assigned radio frequencies during all hours that revenue vehicles are out of the yard;
- Answer and responds to telephone calls and messages from drivers
- Initiate emergency protocol as required;
- Ensure that all voice radio communications pertain to commuter services and FCC rules and regulations are enforced; and

Contractor Dispatch personnel are to be available on a daily basis. The Contractor shall ensure that dispatch staff remains on-duty from 30 minutes prior to the time the first vehicle leaves the yard until the last vehicle returns to the yard.

## TASK 4 – VEHICLE OPERATIONS

### A. Accident/Incident Protocol

Contractor shall notify MDOT immediately of any accident or incident related to the service provided under this contract. MDOT can be reached during normal business hours at (808) 270-7511, alternate numbers will be provided for accidents/incidents that occur after normal office business hours. Contractor shall respond in person to any emergency or accident involving extensive property damage, passenger injuries or as requested by MDOT during or after the operational hours of the system. Emergencies or incidents involving injuries, major damage, police, fire department or media coverage must be reported to MDOT immediately upon occurrence. A reporting protocol list will be provided to the Contractor. All drivers and operating personnel must be trained in proper procedures for notifying Contractor or MDOT in the event of an emergency. Accident/incident report shall be submitted within 48 hours summarizing the occurrence of accidents/incidents.

### B. Driver Trip Sheets and Mileage

Mileage readings on the Driver's Trip Sheet will indicate both the Total Vehicle Miles and Vehicle Revenue Miles. Starting odometer readings shall be recorded in the appropriate places when the vehicle leaves the yard and at the first scheduled stop. The ending odometer readings will be recorded at the time of the last scheduled stop, and upon returning to the yard. Any mileage incurred during a lunch break, breakdown or other out of service time is to be deducted from the Vehicle Revenue Miles and noted separately as Vehicle non-Revenue Miles.

### C. Vehicles

MDOT will not be providing vehicles for this contract. Contractor shall be using non-county owned coach-type buses with a minimum of 50 seats, provided reasonable accommodations are made for ADA passengers (no "school bus" type buses). Contractor shall provide maintenance trucks available for road call response.

### D. Vehicles Running Behind Schedule

MDOT understands that there will be times when vehicles are running behind due to increased traffic, however, contractor shall provide an operations plan when vehicles are running behind and how they plan to handle getting the routes back on schedule. This should also include plans on how to handle road closures along the Pali.

### E. Fare Collection Procedures

MDOT will be providing Diamond cashboxes to be used to collect fares. Fare receipts shall be removed from the vehicles daily, counted and reconciled by Contractor and certified by the General Manager or Operations Manager. Fare receipts will be reported to MDOT, itemized daily and weekly.

#### F. Driver Pre-Operational Inspections

Each driver shall do a daily pre-operational inspection that shall comply with all state and federal requirements before taking the vehicle out of the yard and into service. Part of this inspection will be to cycle the wheelchair lift or ramp. If there are any defects to the vehicles, the driver must report the defects on the Pre-check Report. Even if there are no defects, each driver must sign and date the report at the end of the shift. Reports will be replaced on a daily basis by maintenance personnel.

#### G. Driver Daily Operational Policies and Procedures

Contractor shall ensure that drivers perform their duties in compliance with policies and procedures established by MDOT. Such policies and procedures may be modified from time to time through bulletins, special notices and verbal directives from MDOT personnel. Contractor should ensure that Contractor's policies and procedures do not conflict with instructions provided to drivers during driver training.

### TASK 5 - PERFORMANCE STANDARDS

Contractor shall strive at all times to provide service in a manner which will maximize productivity and, at the same time, maximize customer service.

#### Operational Standards

##### a. Customer Service

The standard shall be to maintain less than three preventable customer complaints per month with 100% Contractor compliance for written responses within five business days. MDOT staff may require contractor to submit complaint response at an earlier time based on severity of complaint.

Monitoring: Monitors complaints on a daily basis.

##### b. On-Time Performance

The standard shall be to maintain a minimum On-Time Performance rating of 90% or higher on all routes.

Monitoring: Monthly OTP reports submitted by contractor.

##### c. Missed Service

The standard shall be zero missed service, with consideration given to mechanical failures or issues of force majeure. Vehicles are to go into service in a timely manner to ensure no service is lost.

Monitoring: Monthly OTP reports and daily dispatch logs submitted by contractor.

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### d. Pull Out

The standard shall be to ensure on time pull out from the yard and arriving to the first scheduled time point on time. If driver pulls out late from the yard and arrives 5 minute late to the starting point, Contractor is in violation of standard.

Monitoring: Daily rollout reports submitted by the contractor.

### e. Stop Announcements (Call outs)

The standard shall be to ensure that all stop along the route are being called out as the driver is approaching the stops. This is an ADA requirement.

Monitoring: Rider feedback and customer complaints received by MDOT.

### f. Low Fuel/Out of Fuel

The standard shall be to maintain proper fuel levels for all vehicles to ensure no interruption of service. Contractor is responsible for establishing run blocking policies that provide for continuity of service, including off route fueling outside of revenue service hours.

Monitoring: Daily dispatch logs, daily operations reports, and customer complaints received by MDOT.

## Maintenance Standards

### Maintenance/Cleanliness of Vehicles

- a. All preventive maintenance schedules are required by MDOT shall be met within standard. Vehicles are to be inspected at a minimum within five hundred (500) miles of scheduled interval or the manufacturer's suggested mileage, whichever is less. Daily pre & post vehicle inspection forms shall comply with all applicable Federal, State of Hawaii and County of Maui laws, rules, regulations and ordinances, to include lift/ramp and tie-down equipment.

Monitoring: Monitoring of monthly maintenance reports submitted by contractor.

- b. 100% of vehicles at pull-out shall have operable wheelchair lifts. Wheelchair lifts shall be maintained and verified daily to be in an operable condition.

In the event of an in-service wheelchair lift/ramp failure, the Contractor shall ensure the wheelchair passenger will be transported to their destination in the most expeditious manner available. The vehicle with a non-functioning lift/ramp must be removed from revenue service within thirty (30) minutes of failure.

Monitoring: monthly reports, driver manifests and/or maintenance record evaluations by MDOT. Monthly management report shall list all in-service wheelchair lift/ramp failures. Report to include date, time, route and location.

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- c. Vehicles are to be properly maintained, fully operable, free of body damage, road-worthy, and clean while in service.

Monitoring: At a minimum, monthly spot checks of Contractor's maintenance facility and road spot checks.

- d. All identified repairs shall be completed in a timely manner. The standard shall be for all repairs to be completed within 14 calendar days of identification of failure or mechanical breakdown.

Monitoring: Daily Vehicle Status report and onsite inspections.

- e. Vehicles shall be maintained so that air conditioning is operational on all vehicles used in pull-out. Vehicles with an A/C failure must be removed from revenue service.

Monitoring: Spot checks, customer complaints.

### Other Standards

- a. Administration. The standard shall be submitting all required paperwork on time and accurately.
- b. Emergency Response. The standard shall be to provide immediate personnel response to all emergencies.
- c. Preventable Accidents. The standard shall be zero preventable accidents. This shall be measured on a monthly basis.

## TASK 6 - DATA COLLECTION/REPORTING

### 1. Dispatch Log/Not in Service List

Contractor dispatch staff will create and maintain a Dispatch Log for each day that route services are operated which records the base services provided on that day and in particular, any and all accidents, incidents, road calls and other unforeseen events which occur and the actions taken. This Dispatch Log shall be in an electronic format that can be sent to MDOT when requested.

By 2 p.m. each day, Contractor shall provide MDOT with an electronic copy of the logs for the previous day in a format which is compatible with Microsoft Excel. The original Dispatch Logs or a disc copy of month's logs will be filed and maintained as specified in the agreement for these services.

By close of business, Contractor shall provide MDOT with an electronic copy of the Not in Service List for the following day in a format which is compatible with Microsoft Excel.

### 2. Accident Reporting and Follow Up

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In addition to the Accident/Incident Protocol procedures described under Task 4, Contractor shall notify MDOT of any of the following accident/incidents and shall transmit an Accident/Incident report to MDOT within 48 hours:

- Collisions between a vehicle and another vehicle, person or object.
- Passenger accidents, including falls of vehicle passengers who are entering, occupying or exiting the vehicle.
- Disturbances, altercations, ejection, fainting, sickness, deaths or assaults.
- Accidents the driver witnesses.
- Vandalism to the vehicle while in service.
- Passenger complaints of injury or property damage/loss or other circumstances likely to result in the filing of claims against the Contractor or County.
- Any passenger, driver or service complaint that arises from an accident.

Contractor shall maintain all originals in appropriate files and documents shall be retained for 3 years following the end of the contract period.

### 3. Supervision – Customer Comments

All customer comments or complaints related to any part of the commuter services performed under this agreement that are received in Contractor's office shall be fully documented and forwarded to MDOT on an immediate basis. Contractor shall gather all information detailing the incident, perform the investigation and resolution of the comment/complaint. All comments/complaints forwarded by MDOT to contractor shall be investigated and responded to within five working days. MDOT staff may require contractor to submit complaint response at an earlier time based on severity of complaint. The final decision regarding the validity of the comment/complaint rests with MDOT. MDOT reserves the right to have the Contractor re-investigate and resolve complaints, and to conduct its own investigation if necessary.

### 4. Surveys

The Contractor shall maintain passenger surveys in the buses and conduct passenger surveys and obtain approval from MDOT in the design and frequency of surveys. The surveys will determine matters such as the socioeconomic characteristics of the system users, their trip purpose, and frequency of use.

Contractor shall implement a secret ride program where driver behaviors are monitored, documented and provided to MDOT. This should also include simple questions to the driver to document customer service support.

### 5. Operations Reporting

A monthly activity report summarizing ridership, revenue, and cost shall be submitted to MDOT. The monthly report shall include but may not be limited to the following:

- Summary Sheet
- Ridership by Service Type and by Fare Category
- Vehicle Service Hours (broken down by Revenue and Non-Revenue)
- Total Hours by Service Type (broken down by Revenue and Non-Revenue)



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- Total Passenger Counts by stop and Time of Day and by fare type
- Vehicle Service Miles
- Total Miles by Service Type
- Farebox Revenues
- Summary of Accidents
- Summary of Incident Reports
- Summary of Safety Program Activities
- Road Calls
- Vehicle Fuel Usage and Fluid Usage
- Summary of Service Complaints and Resolutions
- Deadhead miles by route
- Deadhead hours by route
- Missed service by route
- On-Time Performance by route
- Vehicle Breakdown (road calls while in revenue service)

All monthly reports shall be submitted to MDOT by the 15<sup>th</sup> of the following month.

### 6. Other Operations Data:

- Quarterly/annual reports of Drug and Alcohol Testing
- Contractor to perform NTD Surveys every three years of sample trips as directed by MDOT.
- MDOT may request route surveys from contractors to analyze operational performance.
- The Monthly Operating Report will be accompanied by the Dispatch Logs for the month just completed. Daily dispatch logs are to be provided (electronically) by 2:00pm every day.
- All data collected by the Contractor shall be available upon request for audit and inspection.

### 7. Maintenance Reporting

The Contractor shall utilize a Shop Work Order form to record the labor, parts and materials required each time preventive maintenance and repairs are performed on a vehicle. Contractor's Shop Work Order form shall be approved by MDOT. This information will be used by the Contractor to maintain and prepare required maintenance reports for submission to MDOT and shall be retained in the permanent vehicle file for each assigned vehicle.

The Contractor shall complete and keep records of the following:

- a. Daily Vehicle Inspection Report (to include wheelchair lift failures)
- b. Preventive Maintenance Inspection (PMI) Reports
- c. Shop Work Order
- d. Road Call Report Card (while in Revenue Service; to include miles between mechanical road calls).

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- e. Tire Service Report
- f. Vehicle Tire Inventory
- g. Monthly Vehicle Mileage & Maintenance Status Report
- h. Period Summary Report
- i. Parts Invoices

Daily Vehicle Inspection Report – Reports from the drivers showing defects will be a permanent part of the vehicle files. Reports from drivers without defects will be kept for a minimum of 90 days.

PMI Reports, Shop Work Orders, and Road Call Report Cards – Copies will be a permanent part of the vehicle files.

All Other Reports – Are not required to be a permanent part of the vehicle files.

A monthly vehicle mileage and maintenance status report including cost per vehicle shall be maintained and provided quarterly to MDOT. At the end of the fiscal year, the Contractor will summarize ALL quarterly maintenance activity performed during the fiscal year.

A Period Summary Report must be completed by vehicle type. The total miles of each different type of vehicles must be written separately on the report. The grand total miles of all vehicles must be written on the Mileage Traveled Portion of the report.

A Monthly Fuel Consumption report must be completed by vehicle number. This report must be submitted to MDOT monthly with a cumulative tally.

A vehicle “detailing” cleaning report that provides interior and exterior maintenance per vehicle by day each month with a cumulative tally.

### 8. National Transit Database Reporting (NTD)

The Contractor shall have a full understanding of documentation required by NTD. The Federal Transit Administration requires public transit operators to annually report specified operation, performance, and vehicle data as a condition of receiving federal funds.

The Contractor shall be required to complete the required NTD forms/information and return them to MDOT along with the monthly reports, as follows:

Non-Major Summary Report Safety & Security (S&S-50)

Major Event Report Safety & Security (S&S-40)

Ridership Activity (MR-20)

Other information that may be determined by the FTA and/or MDOT

Additionally, for each completed form, the Contractor shall provide notes detailing the computation of the data provided in the form and copies of source documents used for those computations. MDOT will provide a schedule of Service trips to be surveyed. All information must be complete and accurate, as a low error ratio is also a requirement of NTD reporting. For NTD surveys, contractor must provide on board surveyors.

9. Passenger Revenue and Non-Revenue Miles Traveled for NTD

The Contractor shall complete a minimum number of sample trips for MDOT. The Contractor will be responsible for surveying each trip on selected routes (as selected by MDOT by random sampling). The Ride Checker can be the driver. Sample trips are to include heavy-ridership trips and are distributed over different vehicle models. The performance of the surveys are very important to FTA and needs to have high quality manual survey data.

MDOT will provide the Contractor with a route stop list for each route, and an Excel spreadsheet that can be used as a template for entering the data. The spreadsheet will be used by MDOT to analyze the ridership and performance of each route.

10. Financial Records

The Contractor shall prepare and maintain financial and accounting records in a complete, detailed, and accurate manner in accordance with generally accepted accounting principles pursuant to the requirements of the State of Hawaii and Federal Status regarding accounting and financial reporting for publicly financed transit systems. Such records shall fairly and clearly disclose all services, including but not limited to, payroll records (to provide verification of compliance with HRS Chapter 103 – Section 55) and employee benefits, materials and supplies, contractual services, and all related operating costs. Such records shall be provided to MDOT upon request for purposes of complying with State of Hawaii and Federal reporting requirements.

11. Drug and Alcohol Reporting

The Contractor shall have a full understanding of documentation required by the Drug and Alcohol Reporting. The FTA requires public transit operators to annually report data in regards to Drug and Alcohol policies by March 15.

12. Reporting Data

The Contractor shall agree to permit MDOT or its duly authorized agent free access to any and all programs, facilities, vehicles, records, etc. without advance or formal notification or appointment when such access is for the express purpose of monitoring, investigating, researching or formulating programs, services, or related policies and procedures or when the County is otherwise in the pursuit of any official business relative to any aspect of the contract. This would also apply to any required audits. The County of Maui owns all data.

## TASK 7: VEHICLE MAINTENANCE SERVICES

The Contractor will provide route services, including vehicle maintenance, from its own facilities and shall be in compliance with the following:

- A. Telephone Systems  
Contractor is responsible for the sufficient telephone lines and equipment that supports the Contractor's administrative and operational requirements. This is to also include a facsimile machine installed on a dedicated telephone line. All data collected by the Contractor shall be available upon request for audit and inspection by MDOT.
- B. Computer Equipment  
Contractor will provide all computer hardware to support client side computing and local network services. The hardware provided by MDOT will remain the property of MDOT.
- C. Radio Communications  
Voice radio communications equipment or other two-way communication system, service and maintenance shall be provided by the Contractor to be available in all vehicles used under this agreement (revenue and non-revenue), to provide for dispatching of personnel. Contractor may select the type of communication system to be used, but it should provide at a minimum the same level of coverage afforded by the use of a radio communication system.
- D. Dispatch Area  
Dispatch facilities specific to the contract is required. Suitable office space shall be dedicated and functionally organized to accommodate the Dispatch staff required for the service.
- E. Maintenance Facilities  
An adequate maintenance facility is needed to provide commuter services.
- F. Emergency Preparedness  
Contractor shall ensure that backup systems are in place to ensure services are able to continue in an event of an emergency.
- G. Fueling  
The vehicles being requested for operation under this contract are diesel powered vehicles. Contractor is responsible for fueling of these vehicles and must track fuel usage (including mileage) per vehicle per month and shall be reported monthly.
- H. Maintenance Service Requirements  
All maintenance and repairs of vehicles shall be in accordance with MDOT specified standards (i.e., in accordance with original manufacturer's specifications), whether performed by the Contractor or authorized subcontractors. Maintenance of vehicles shall be done at a time that will ensure maximum availability of vehicles for service. It is

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not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the service day.

MDOT may inspect, unannounced and announced, the vehicles at any time either at the Contractor's location or while the vehicle is in service.

### I. Vehicle Cleanliness, Aesthetics Requirements

To facilitate customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage (other than minor scratches). Housekeeping and health related maintenance for both the interior and exterior of the vehicle is required. Offeror shall provide a proposed (more in-depth) cleaning schedule that includes but is not limited to: pest control, sanitizing/cleaning of seats, floors, windows, rail, etc., and cleaning and care of the bus exterior to maintain the finish and provide a well-groomed appearance.

- Daily Vehicle Cleanliness Standards

Vehicles cleaning will be done on a daily basis with the bus exterior being washed additionally as necessary to maintain vehicle cleanliness. The daily cleaning will consist of, at minimum:

1. Clean inside of all windows, removing all dust, fingerprints and hand prints.
2. Remove all dust from seats, dashboard, wheel wells, rails, ledges.
3. Sweep all floor areas; mop all liquid spills.
4. Ensure vehicle is free from all paper, gum and debris, etc.
5. Repair all damaged seats.
6. Removal/repair of graffiti.
7. Wash vehicle exterior; ensure windows remain free of spotting.
8. Vehicle rims must be cleaned as often as necessary to maintain the vehicle in a clean and professional appearance.

### J. Daily Pre-Op Inspection

Each driver shall inspect vehicles daily before pulling out of the yard in accordance with federal and state requirements. If there are any defects, the driver must enter the defects on a Daily Pre-Op Inspection Form.

### K. Preventive Maintenance

Preventive maintenance on Service vehicles must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) intervals, and must include a comprehensive Preventative Maintenance Inspection (PMI) program with maximum 7,000 minor/major inspection intervals. Vehicles not in good repair and/or working order, or, having traveled more than 7,000 miles since its last preventative maintenance inspection, shall not be used in service until they are in compliance. The Contractor shall develop a **Preventive Maintenance plan (to be part of its proposal submittal that shall conform to FTA State of Good Repair performance measures and the National Transit Asset Management System framework)** and shall maintain records which detail the work performed for each vehicle inspection. These records must be available for review by MDOT. The Contractor is to use manufacturer-

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recommended materials when doing any repairs to the vehicles. The lubricants used shall meet or exceed the standards required by the manufacturer.

### L. Maintenance Repair Procedures

The Contractor shall perform all necessary and required maintenance and repair work to vehicles as recommended by the manufacturer. All repairs will be recorded and tracked electronically in a format compatible with MDOT's standard operating environment. Contractor shall be responsible for all costs of preventive and regular maintenance to vehicles. All costs for major component repair/replace are the responsibility of the Contractor. The responsible person for the Contractor's maintenance program shall review and verify all work performed and labor utilized, and will make sure that all information needed has been entered onto the work order. The Contractor shall ensure that all work orders are readily available for review by MDOT.

### M. Parts and Materials

Contractor shall ensure that all mechanical parts and materials meet or exceed O.E.M. specifications. All vehicle parts and materials that are part of the vehicle's operating costs will be supplied by Contractor.

### N. Vehicle Tires

Tires for the service shall be supplied by the Contractor and replaced per the manufacturer's recommendations in compliance with all Federal, State and County regulations. It will be the responsibility of the Contractor to ensure that all wheels are properly maintained and painted.

### O. Vehicle and Component Warranty Maintenance

Contractor shall be responsible for the conduct of all warranty work on vehicles and the administration of all warranty paperwork with manufacturer. Contractor shall obtain manufacturer authorization to perform warranty maintenance or shall transport vehicles at Contractor's cost to an authorized warranty service provider.

### P. Road Calls

In the event of a vehicle failure while in service, scheduled passengers of the failed vehicle must be transported as expeditiously as possible. Time is of the essence; Contractor shall develop a plan that results in minimal service disruption to ensure service and on-time performance.

### Q. Road Call – Report of Trouble Card

The Road Call Report card or similar document shall be used each time a supervisor responds to a road failure and when a vehicle has to be exchanged or replaced due to a malfunction or a mechanical problem. The supervisory personnel attending the road call shall complete the pertinent information on the Road Call Report Card. The card must be signed by the Contractor's General Manager. A copy of the Report of Trouble card must be filed in the individual vehicle records. Road calls shall be documented (including non-revenue miles), coded per MDOT guidelines, summarized and reported to MDOT monthly.

### R. Transition Policy

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MDOT owned records, reports and equipment are subject to inspection and acceptance upon transition to a new Contractor, as further described in the Scope of Work.

The Incumbent Contractor shall, when transitioning equipment from its own possession to a new contractor, perform an inspection and shall perform repairs which meet the approval of the Director of Transportation. The new contractor shall conduct an acceptance inspection of the transitioning equipment before accepting the equipment. The Director of Transportation shall decide any disputes regarding equipment condition at transfer. If these repairs are not completed within 90 days, all payments due to contractor shall be withheld until all changeover repairs are complete.

## TASK 8 - PENALTIES

The Contractor must strive, at all times, to provide service in a manner which maximizes the Safety, Customer Service, Image and Efficiency.

In the case of a penalty, the Contractor will be given an opportunity to demonstrate that the failure could not reasonably have been prevented. Failures caused by actions of MDOT, natural disasters, or extreme and unusual weather or traffic conditions will be considered non-preventable. Any such claim must be supported by adequate documentation in the Contractor's daily Dispatch Log. If MDOT determines that the failure was non-preventable, the penalty will be waived.

Contractor's performance shall be evaluated on a monthly basis by MDOT using the performance criteria and monitoring methods set forth in Task 5; the monthly documentation submitted by the Contractor shall also be a part of this evaluation. The penalties below shall be assessed for any period when it is determined that Contractor has not met the performance criteria of this Agreement.

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

Continued nonperformance by Contractor and/or serious violation of service and performance standards may result in assessment of penalties up to and including termination of contract. Please see below corresponding performance standards table for reference.



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Category	Standard	Penalty	Comments
Reports – On Time	Contractor shall submit accurate reports that are on time as outlined within the Scope of Work	\$50 per day per occurrence from the report due date, or from the time of MDOT notification of an inaccuracy in a submitted report	
Missed Service	No missed service. Failure to operate a bus on a scheduled route. (Example: not assigning a bus to a run or no scheduled driver assigned to a run.)	\$1,500 shall be assessed for each occurrence where contractor misses rollout for a scheduled route.	
Out of Fuel	Contractor shall ensure sufficient fuel levels during revenue service	\$1,500 shall be assessed for each occurrence where vehicle is low/out of fuel causing revenue service to be missed.	
On-time Performance	Contractor shall ensure an on-time pullout (within 5 minutes of published schedule) for the beginning of the route.	\$500 per incident	Spot check using GPS data from buses.
Non-compliant PMIs	Contractor shall ensure timely PMIs	\$100 per infraction to provide preventive maintenance	Continued failure of the Contractor to provide this may result in the termination of the contract.
Vehicle Repair	Contractor shall ensure required repairs in a timely manner (per Scope of Work definition)	\$100 per vehicle per day for failure to complete repairs.	Continued failure of the Contractor to provide this may result in the termination of the contract.
Calling Out Stops	Contractor shall have drivers call out all stops.	\$25 per infraction for failing to call out stops.	Customer complaint and rider feedback.

## DISADVANTAGED BUSINESS ENTERPRISE

Contractors are advised that, as required by federal law, the Hawaii Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on a federally assisted contracts.

The services set forth in this RFP are subject to Title 49, part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The Contractor shall carry out the applicable requirements of 49 CFR, part 26 in the award and administration of U.S. Department of Transportation assisted contracts.

**The County of Maui Department of Transportation (MDOT) Assurance:** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT) assisted contract, or in the administration of the requirements of 49 CFR part 26. MDOT will take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts.

It is the policy of MDOT to ensure nondiscrimination in the award and administration of DOT assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to MDOT construction, procurement and professional services activities.

**Contractor Assurance:** MDOT has not established a Disadvantaged Business Enterprise (DBE) Availability Advisory Percentage for this Contract. This Contract is subject to Title 49, part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The Contractor shall assist the Hawaii Department of Transportation through MDOT in meeting its federally mandated statewide overall DBE goal.

Pursuant to 49 CFR part 26, the Contractor is required to make the following assurance in its agreement with MDOT and to include the assurance in any agreements it makes with subcontractors in the performance of this contract:

"The Contractor 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 CFR part 26 in the award and administration of DOT

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assisted contracts. Failure of the Contractor or Subcontractor to carry out these requirements is a material breach of contract, which may result in the termination of contract by MDOT, or any other such remedy MDOT may deem appropriate”.

Implementation of the Hawaii Department of Transportation’s DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, MDOT, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.)

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**SUMMARY OF SUBCONTRACT AWARD AND MONTHLY PAYMENTS REPORT (Post-award form)**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

REPORTING PERIOD: FROM: \_\_\_\_\_

TO: \_\_\_\_\_

SUBCONTRACTOR NAME/ADDRESS	SUBCONTRACT DOLLAR AMOUNT	DBE?	WORK ASSIGNMENT	DBE DOLLARS COMMITTED

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**OFFERORS LIST OF PARTICIPATING FIRMS**

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PRIME CONTRACTOR NAME/ADDRESS	DBE?	FIRM AGE	ANNUAL GROSS \$\$ REVENUE	WORK TYPE*
SUBCONTRACTORS:				

\* P = PROFESSIONAL CONSULTING SERVICES, C = CONSTRUCTION, S = SUPPLIES, E = EQUIPMENT, O = OTHER (describe)

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**DBE / NON-DBE PARTICIPATION**

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

<b>SUBCONTRACTOR NAME/ADDRESS</b>	<b>WORK TO BE PERFORMED</b>		<b>ESTIMATED \$\$ PARTICIPATION</b>	<b>PERCENT OF TOTAL CONTRACT VALUE</b>

## PROPOSAL CONTENT

### PROPOSAL FORMAT AND CONTENT

#### 1. Presentation

Offers should be typed and not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise; proposal submittals shall be organized as set forth below.

#### 2. Letter of Transmittal

The Letter of Transmittal shall be included in the technical proposal submittal and addressed to Don Medeiros, Director of Transportation, and must, at a minimum, containing the following:

- a. Identification of Offeror, including name, address, email address, facsimile and telephone numbers.
- b. If Offeror will be using a subcontractor, provide subcontractors name, address and telephone numbers and nature of work.
- c. Acknowledgement of receipt of all RFP addenda, if any. Name, title, address, telephone number, and e-mail address of contact person during period of proposal evaluation.
- d. A statement to the effect that the proposal shall remain valid till June 30, 2018.
- e. Name and signature of a person authorized to bind Offeror to the terms of the proposal and to negotiate contract price/terms on Offeror's behalf.

#### 3. Technical Proposal

##### a. Qualifications and Related Experience of Offeror

This section of the proposal should establish the ability of the Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Particular attention should be given to Scope of Work to ensure the Contractor's ability to fulfill all requirements is demonstrated in its submittal.

Offeror shall:

- i. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- ii. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, and potential labor disputes) that may impede Offeror's ability to complete the project. Audited financial statements, a Dun & Bradstreet report or a one-page summary from a CPA shall be submitted. This

## Maui Bus - RFP for Commuter Transportation Services

statement should clearly identify the financial status and condition of the Offeror's immediate business entity, as well as that of the overall Company structure, if applicable; the date of this statement should cover a period of at least one (1) year and should be dated no more than twelve (12) months prior to the date of the proposal submission. Further, the firm shall register and be compliant in the Federal SAM (System for Award Management) system for award management and provide a copy of their compliance with their submittal.

- iii. Describe the firm's experience in performing work of a similar nature, understanding of the market and ability to provide the service requested to that solicited in this RFP. Include at a minimum, name of the contracting agency, type of service(s) provided, contract period, scheduling system, annual revenue miles or hours, quantity, size and fuel usage of vehicles used, and the name, address and telephone number of a contact person.
  - iv. Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor and information specific to the subcontractor's qualifications to perform the identified services. DBE forms needs to be completed and submitted.
- b. **Project Staffing and Project Organization**  
This section of the proposal should establish the method which will be used by the Offeror to manage the project and subcontractors as well as identify key personnel assigned. Offeror should identify staff positions that are anticipated to be hired from the current service Contractor. Offeror should ensure that staff assignments for the service area is clearly delineated in accordance as specified in Scope of Work.

Offeror shall:

- i. Submit a project organization chart clearly indicating all communication/reporting relationships among the project staff, subcontractors, and suppliers and assigned work tasks.
- ii. Provide name(s) and resumes of the proposed Project Manager and all key personnel that will be assigned to the Contract including the General Manager, Operations Manager, Maintenance Manager, Safety Trainer, and Dispatch staff. The ability of these specified key personnel to respond immediately to issues relating to the service herein is a requirement of this project. The Offeror should demonstrate how this will be ensured and should indicate the percent of time each individual is dedicated to this project, and other non-MDOT projects, if applicable.
- iii. Include the statement that key personnel will be available to the extent proposed for the duration of the project.
- iv. Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the



## Maui Bus - RFP for Commuter Transportation Services

number of full-time and part-time employees for all operations (include number of hours for part-time employees). Wages and compensation details to be included for operators and dispatch personnel).

### c. Work Plan

Offeror shall provide a detailed narrative addressing the Scope of Work requirements and demonstrating the Offeror's understanding of MDOT's needs and requirements. Throughout the narrative, Offeror will include references for each section in the Scope or Work that refers to MDOT's requirements.

Offeror shall:

#### i. Service Operations

Provide a comprehensive detailed service operations plan to include a discussion of the following: day-to-day operating approaches, consideration and key issues; procedures for handling emergencies and unforeseen situations relative to transit operations (e.g., traffic congestion, accidents). This also includes the operations plan for getting vehicles back on schedule.

Offerors should demonstrate their capability to complete service start-up activities in time to commence service operations on July 1, 2018 and should demonstrate their knowledge and experience with maintaining a smooth-running operation.

Offerors should provide a detailed implementation schedule that demonstrates how the start-up will be implemented.

Offerors are encouraged to include suggested incentive programs to assist and/or supplement MDOT's existing performance standards.

#### ii. Secured Facilities and Equipment

In connection with the price proposal submittal where Offeror is providing a facility from which to base its operations, provide a complete description of operational facilities and equipment available and/or planned for use. This description should include the location(s) and configuration of facilities proposed and plans for space utilization in accordance with requirements outlined in Scope of Work. Any available information, such as facility maps and/or blueprints, should be included as appendices to the proposal submittal.

Offeror to include a letter of intent/commitment from the landlord of the property with their proposal submittal.

#### iii. Personnel Training and Testing

Offerors shall provide copies of all training protocols and a schedule to MDOT demonstrating how personnel including drivers, call center personnel, mechanics and other support personnel, as applicable, will be trained and tested prior to the start-up of service operations.

## Maui Bus - RFP for Commuter Transportation Services

- iv. **Maintenance Plan**

Offerors shall develop a comprehensive vehicle and equipment maintenance plan that addresses the Federal Transit Administration (FTA) guidelines and requirements outlined in the Scope of Work. The plan should include a discussion of the specific actions and work activities necessary to ensure that a high-level of vehicle maintenance is maintained throughout the duration of the contract.
- v. **Written Policies and Procedures**

Offerors must provide copies of all available written policies and procedures to be included as appendices to their Technical Proposal (two copies of each requested document should be provided and included with the original of Package No. 1 – Technical Proposal). These policies should include, but not be limited to the following:

  - Drug and Alcohol Policy
  - Injury and Illness Prevention Program
  - Personnel Practices and Policies
  - Vehicle Maintenance Procedures (include with Maintenance Plan)
  - Emergency Protocols/Business Resumption Plan
- vi. **Data Collection and Reporting**

Offerors should discuss their process for collecting and reporting operational and maintenance data, and demonstrate their understanding of various daily data collection activities and reporting requirements.

Offeror may also propose procedural or technical enhancements/innovations to the Scope of Work, which do not materially deviate from the objectives or required content of the project.

- d. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP. Each exception must reference the particular location in the Scope of Work. If your firm has no clarification, exceptions or deviations, a statement to that effect shall be included in the proposal.

#### 4. Cost Proposal

The Offeror shall complete the “Cost Proposal” included with this RFP (**Attachment “C”**), and furnish any narrative required to explain the prices quoted in the proposal. When bidding on the transportation services described, please submit offers on the first year total annual cost. The cost proposal shall also identify total service hours, annual, monthly and hourly rate by route, consistent with existing commuter routes and schedules. Please note that should the County Council not approve any increases for the subsequent years, the initial term cost will be used. Please fill in the gray boxes with the appropriate information.

The proposals will be scored based on the first year total annual lump sum cost utilizing **Attachment “C”** – Cost Proposal sheet. The formula being utilized will be as follows:

## Maui Bus - RFP for Commuter Transportation Services

[(Lowest Responsible annual lump sum Cost Proposal x Maximum # of points for cost)/Evaluated Proposal annual lump sum cost = Points].

### 5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed into a separate appendix section. However, Offerors are cautioned that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

### 6. Certification of Debarment

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in FTA Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, MDOT may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 CFR Part 29, as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in a federally assisted project (FTA Federal Clauses and Federal Certifications - **Attachment "A"**). The inability to provide the required certification will not necessarily result in denial or participation in a covered transaction. A person or firm that is unable to provide a positive certification, as required by this solicitation, must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

Each potential contractor for a major third party contract must provide to MDOT a certification for a primary participant. Each potential subcontractor must provide to MDOT a certification for a lower-tier participant. In general, subcontracts of less than \$25,000 will not be covered by the certification procedures.

### 7. Restriction on Lobbying

As a recipient of federal funds, MDOT is required to certify compliance with the influencing restrictions and efforts of Offeror to include federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, USC.

The successful Offeror to this solicitation will be required to complete and submit to MDOT the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place. If the successful Offeror did engage in lobbying activities, then OMB Standard Form LLL "Disclose of Lobbying Activities" must also be completed and submitted to MDOT.

All forms must be completed and submitted with the Offer. Failure to complete this certification shall render an Offer nonresponsive to this solicitation and will result in the rejection of the Offer.

8. Public Records Policy

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any Contract entered into thereafter become the exclusive property of MDOT and shall be subject to the HRS, Chapter 92F, Uniform Information Practices Act. MDOT's use and disclosure of its records are governed by this Act.

Those elements in each proposal which Offeror considers to be trade secrets or other proprietary data that the Offeror does not want to be subject to public inspection shall be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by Offeror. Agency will use its best efforts to inform Offeror of any request for disclosure of any such document. MDOT shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by any order of the Court.

Disclosure or nondisclosure by the County of confidential material shall be governed by HRS, Chapter 92F, Uniform Information Practices Act (Modified). Confidential data is normally restricted to financial information concerning the Offerors organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act (57-3A-1 to 57-3A-7, NMSA 1978). **The price of products offered or the cost of services proposed shall not be designated as confidential information.**

In the event of litigation concerning disclosure of information the Offeror considers exempt from disclosure, MDOT will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If MDOT is required to defend an action arising out of a Uniform Information Practices Act request for any of the contents of a Offeror's proposal marked "Confidential", "Proprietary", or "Trade Secret", Offeror shall defend and indemnify MDOT from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Uniform Information Practices Act.

To insure confidentiality, Offerors are instructed to enclose a redacted copy of the proposal that can be used for servicing public information requests. It is the same as the original but with the exception of "Confidential", "Proprietary", or "Trade Secret" data. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, MDOT shall not in any way be held responsible for disclosure of any "Confidential", "Proprietary", or "Trade Secret" documents.

**All information contained in offers that do not comply with these instructions will be considered non-proprietary and subject to public disclosure upon request.**

## EVALUATION AND AWARD

### EVALUATION CRITERIA

The total amount of points available for award is 100 points. Each proposal will be evaluated on the following criteria:

#### **Qualifications and Related Experience (10 points)**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors (if applicable). History of the service provider and understanding of the market.

#### **Staffing and Project Organization (10 points)**

Qualifications of project staff, particularly key personnel and especially the Project Manager (including specialty ASE certifications of maintenance personnel); key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization and adequacy of labor commitment.

#### **Work Plan (40 points)**

Depth of Offeror's understanding of Agency's requirements as set forth in Scope of Work and within this RFP, overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet all service start dates; reasonableness of service operations as proposed; utility of suggested technical or procedural innovations. Actual exhibits that demonstrates ability to comply with contract obligations, including certificates, report examples, leases, etc. Facilities and equipment required to adequately perform services; conformity to license requirements; support infrastructure including IT capability; vehicle maintenance including a schedule for cleaning interior and exterior and customer satisfaction evaluation plan. Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements that the Agency cannot or will not accommodate; and any other relevant factors not considered elsewhere. Demonstrated compliance with Federal, State and County laws.

#### **Cost (40 points)**

The proposals will be scored based on the first year total annual lump sum cost utilizing **Attachment "C"** – Cost Proposal sheet. The formula being utilized will be as follows: [(Lowest Responsible Annual lump sum Cost Proposal x Maximum # of points for cost)/Evaluated Proposal annual lump sum cost = Points].

**Federal Clauses**

**Attachment "A"**

## **Fly America Requirements**

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

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

## **Charter Bus Requirements**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (r) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

## **School Bus Requirements**

Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, and any other applicable federal “School Bus Operations” regulations, or applicable federal guidance. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, and requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

## **Energy Conservation**

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

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

## **Clean Water**

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part

with FTA assistance.

## **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **Access to Records and Reports**

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

The following access to records requirements apply to this Contract:

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



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

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

### **Federal Changes**

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

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

### **Clean Air**

All contracts over \$100,000

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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

### **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **Contract Work Hours & Safety Standards Act**

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 the clause set forth in para. (1) of this section, 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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 the clause set forth in para. (2) of this section.

(4) Subcontracts - 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. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **No Government Obligation to Third Parties**

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

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

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

### **Program Fraud and False or Fraudulent Statements or Related Acts**

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

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

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

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

### **Termination**

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

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part,

at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

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

If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed

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

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

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

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

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

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

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the

recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

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

### **Contracts Involving Federal Privacy Act Requirements**

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

The following requirements apply to the 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 that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) 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.

### **Civil Rights Requirements**

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

The following requirements apply to the underlying contract:

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

b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,

(b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow:

(a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but

(b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,

(b) Affirmative Action. Take affirmative action that includes, but is not limited to:

1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for

Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity 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.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

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

g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

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

j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities



to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

### **Breaches and Dispute Resolution**

All contracts over \$100,000

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

Performance During Dispute - Unless otherwise directed by the recipient, 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and 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 residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or 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.

### **Transit Employee Protective Provisions**

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

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by FAST Act, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and

equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by FAST Act, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will 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 (b) FTA reserves the right to make other exceptions as it deems appropriate.

### **Disadvantaged Business Enterprise**

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

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

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

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

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

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

### **Prompt payment**

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

### **Incorporation of Federal Transit Administration (FTA) Terms**

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

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

### **Drug and Alcohol Abuse and Testing**

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

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by FAST Act, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

## **Other Federal Requirements**

The following requirements are not federal clauses.

### **Full and Open Competition**

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

### **Prohibition Against Exclusionary or Discriminatory Specifications**

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

### **Conformance with ITS National Architecture**

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

### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Notification of Federal Participation**

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

### **Interest of Members or Delegates to Congress**

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

### **Ineligible Contractors and Subcontractors**

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

### **Other Contract Requirements**

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

### **Compliance with Federal Regulations**

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

### **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Access to Services for Persons with Limited English Proficiency**

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

### **Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

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

### **Environmental Protections**

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

### **Geographic Information and Related Spatial Data**

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

### **Geographic Restrictions**

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

### **Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

### **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

### **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

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

### **CFDA number for the Federal Transportation Administration**

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

### **Veterans Preference**

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

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project

supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and  
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **Federal Certifications**



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**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

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I, \_\_\_\_\_, hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

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

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

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

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature of notary and SEAL \_\_\_\_\_

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - (1) Equals or exceeds \$25,000,
  - (2) Is for audit services, or
  - (3) Requires the consent of a Federal official, and
  
- g. It will require that each covered lower tier contractor and subcontractor:
  - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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Certification

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

ATTACHMENT "B"

Bus Operators' General  
Operating Procedure Guidelines

**TRANSPORTATION DEPARTMENT  
BUS OPERATORS' GENERAL  
OPERATING PROCEDURE**



**SAFE OPERATIONS/BUS MOVEMENTS**

Policy Number: 6.01

Page:

1 of 1

Title: GENERAL POLICY

Effective:

5/1/09

Supersedes:

The Company's primary function is to provide safe, courteous, and efficient transportation to the riding public. While all three facets of this function are important, SAFETY should be the number one priority of all Bus Operators as they have an obligation to their passengers and other road users to operate their vehicles in a safe and professional manner. Remember that your bus is like a big billboard – operate it in a way that will reflect a positive image in the eyes of the public. Also, remember to “drive with Aloha” and to give your passengers and other road users the same caring and respect that you would give to your family and friends.

Bus Operators' driving records are evaluated periodically as part of the record review process. Unacceptable driving records may result in severe discipline. Reckless operations may be grounds for immediate termination.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.02

Page:

1 of 4

Title: DEFENSIVE DRIVING

Effective:

5/1/09

Supersedes:

All drivers are expected to exercise “due care” in the operation of their vehicles. “Due care” is defined as conduct that a reasonable person will exercise in a particular situation to look out for the safety of others. As professional drivers, Bus Operators are held to a higher standard than what is expected of a normal, everyday driver. This means that you not only have to do everything you can to prevent yourself from becoming involved in an accident, but you are also required to look out for the safety of others. Here at MDOT, Bus Operators are responsible for the safe and proper operation of their buses at all times. This includes protecting your passengers and preventing accidents by driving defensively.

The MDOT Defensive Driving Program is based on three basic principles – Defensive driving, Decisive driving, and Dependable driving.

- Defensive driving means driving to prevent accidents despite the actions of other roadway users (motorists, cyclist, pedestrians, etc.) or the presence of adverse driving conditions (bad weather, poor visibility, traffic conditions, poor road conditions, etc.).
- Decisive driving means making the correct decision at the proper time in the order necessary to prevent an accident.
- Dependable driving means consistently adhering to Company policies and procedures as well as to all City, State, and Federal traffic laws. This includes the **Push-Pull** method of steering and keeping **two hands** on the steering wheel whenever possible.

In addition to the three basic principles noted above, the Defensive Driving Program also incorporates techniques called the 5 Rules of Defensive Driving. These five rules are: (1) Be farsighted; (2) Move your eyes continuously; (3) Take in the whole picture; (4) Maintain your safety zone; and (5) Communicate. These five rules are explained in more detail below:

Rule No. 1 – Be farsighted: Being farsighted will allow you to identify possible hazards early, which will give you time to take the appropriate action to avoid the hazard. Taking appropriate action far enough in advance will minimize the need for last minute reactions such as hard breaking or rough stops.

- In the city, survey the road 1 to 1-1/2 blocks ahead.
- On the highway, survey the road as far ahead as you can see.

Rule No. 2 – Move your eyes continuously: Moving your eyes every 2 to 5 seconds will allow you to scan the widest possible area for hazards.

Rule No. 3 – Take in the whole picture: Taking in the whole picture means that you must not only be aware of what is happening on the roadway in front of you, but also what is going on to the sides and rear of your bus as well. This is important because to drive defensively a Bus Operator must be able to recognize possible hazardous situations and be prepared to take the appropriate action should the hazard materialize. Here are some questions you should ask yourself as you are taking in the whole picture:

- Cross traffic at intersections: Are other vehicles adhering to the traffic controls? Is it safe to enter and cross the intersection? Will I be able to prevent an accident if a motorist disregards the traffic controls and enters the intersection?
- Movements of pedestrians: Are pedestrians a safe distance away from the curb? Will I be able to prevent an accident if a pedestrian steps off the curb without checking traffic? Are pedestrians aware of my approaching bus or other vehicles?
- Movements of cyclists: Does the cyclist appear in control of the bicycle? Are there any potholes, debris, or other hazards that may cause the cyclist to swerve into the path of your bus?
- Parked vehicles: Is anyone in the vehicle that might open a door or suddenly decide to pull out in front of my bus? Is anyone walking between the parked vehicles?
- Driveways and alleyways: Is anyone pulling out of a driveway or alleyway in front of my bus?
- Motorists approaching or passing, etc.: Is the motorist approaching from the opposite direction within its own lane of travel and not crossing the solid line? Is the passing motorist speeding up to make a sudden turn in front of my bus into a driveway or cross street?
- Objects near the edge of the roadway: Do I have sufficient clearance to pass stationary objects near the edge of the roadway or do I have to encroach into the other lane? Is there traffic in the adjacent lane?

Rule No. 4 – Maintaining your safety zone: Maintaining your safety zone means being aware of the areas around your bus and attempting to keep these areas free of any possible hazards. While your bus is in motion, the most critical area of the safety zone is the area in front of the bus because it takes time and distance to stop a bus safely. Therefore, it is important to maintain a safe following distance at all times to allow you to make smooth stops and minimize the chance that anyone may fall or injure themselves should a hazard arise. Additional details about maintaining your safety zone are:

- While in motion: Use a method called the Four-Second Rule to determine a safe following distance.
  - a. Applying the Four-Second Rule: When following a vehicle, pick a stationary point in front of the vehicle such as a telephone pole, crosswalk, overpass, etc. When the vehicle ahead passes the stationary point, start counting “one thousand one, one thousand two, one thousand three, one thousand four.” If you reach the stationary point before you reach “one thousand four,” you are following too close. Slow down and increase your following distance from the vehicle ahead.

For speeds over 40 mph, you must add 1 more second, which will give you a 5 second following distance.

When driving in adverse conditions such as rain, fog, poor visibility, etc., add 1 second or more depending on the severity of the condition.
- When stopped: The operator must stop no closer than 8 to 9 feet from the vehicle in front. This includes stopping in traffic behind another vehicle or behind another bus at a bus stop. This space will allow you to maneuver around the vehicle ahead if it is delayed or stalled.
  - a. Before proceeding: Bus Operators must allow the vehicle ahead to proceed 30 feet before moving. This will allow you to immediately establish the required four-second following distance.



**Rule No. 5 – Communicate:** This rule simply means to communicate with other roadway users so they will be less likely to take actions that may conflict with your intentions. Bus Operators should use the following items to communicate:

- **Turn signals:** Bus Operators are to use their turn signals whenever changing lanes, making turns, or pulling into or out of bus stops. However, it is important to remember that turn signals simply communicate your intentions; they do not give you the right to proceed. Operators must be patient and wait until the lane is clear before changing lanes.
- **Hand signals:** Occasionally, a Bus Operator may feel the need to use hand signals to assist them when making a lane change or pulling out of a bus stop. Like the turn signal, the hand signal also requires patience and does not give you the right to proceed.

**NOTE:** NEVER use hand signals to direct the movements of motorists, pedestrians, or other roadway users. This may expose you and the company to liability should an accident occur.

- **Brake Lights:** When stopping or slowing down, brake lights communicate your intentions to motorists following your bus. Brake lights should be activated early enough to alert motorists so they can slow down to stop safely without rear-ending your bus
- **Horn:** Bus Operators should use the horn as a tool to alert pedestrians, cyclists, and motorists of your presence. A “friendly toot” is best. The horn should never be used to rush someone or communicate your displeasure with them. Bus Operators should also “cover” their brake when using the horn just in case the warning is not heeded.
- **Lane Placement:** When traveling down any roadway, the position of your bus within the lane communicates your intentions to other roadway users. Narrow streets may require the operator to encroach into the adjacent lane to avoid hazards near the curb. Bus Operators must always be aware of traffic in the adjacent lane and use the appropriate signals to communicate their intentions so they can encroach safely. When stopped at an intersection to make a turn, the position of your bus in the lane also indicates your intentions to other motorists. Be sure to check your mirrors before turning as other motorists may not know that buses make wide turns and may try to squeeze in between your bus and the curb, assuming that you are proceeding straight ahead.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.03

Page:

1 of 1

Title: TRAFFIC LAWS AND TRAFFIC SIGNALS

Effective:

5/1/09

Supersedes:

All Bus Operators and employees in charge of buses or other Company vehicles must adhere to Federal, State, and local traffic laws and regulations.

Traffic Signs: Bus Operators must obey all traffic signs and signals, including those operated by Safety Patrols at school crossings.

Traffic Signals (Lights): Bus Operators must obey all traffic signals and should approach them with caution. Traffic signals change in an instant so Bus Operators should never try to "beat" a traffic signal. Traffic signals that have been green for a while are called "stale green lights". Operators should follow the procedures listed below when approaching stale green lights:

1. Approach stale green lights with caution and survey the intersection for any hazards such as pedestrians, cyclists, or motorists about to enter the intersection. The "Don't Walk" signal is also an indicator that the traffic signal is about to change.
2. "Cover" your brake and be prepared to slow down and stop should the signal change to yellow or red.
3. If you are stopped at a service stop located just before an intersection, check to see if the traffic signal is a stale green light before proceeding. If the light has been green for awhile, or if the "Don't Walk" signal is flashing, do not attempt to cross the intersection. Wait until the next cycle. Buses accelerate slowly and may not be able to clear the intersection before the traffic signal changes to yellow or red.

Intersections: A Bus Operator should not enter an intersection unless s/he is sure the bus can move completely through the intersection. The bus should not block the cross street or crosswalk when the signals change.

Damaged or Missing Signals or Signs: Report inoperative traffic signals and damaged or missing signs to Dispatch. **NOTE**: Inoperative traffic signals must be treated as stop signs.

Seat Belts: All employees are required to wear seat belts when operating Company vehicles. Failure to properly wear a seat belt while operating a Company vehicle is considered a Class II offense and may result in severe disciplinary action.

**TRANSPORTATION DEPARTMENT  
BUS OPERATORS' GENERAL  
OPERATING PROCEDURE**



**SAFE OPERATIONS/BUS MOVEMENTS**

Policy Number: 6.04

Page:

1 of 1

Title: TRAFFIC VIOLATIONS

Effective:

5/1/09

Supersedes:

If a Bus Operator is arrested or is issued a citation for a traffic violation while on duty and while driving a Company vehicle, s/he must report to the Management within 24 hours of the event, excluding weekends, holidays, and regular days off.

The Bus Operator must report to Management BEFORE reporting to Court or to the Company attorney.

The Management will coordinate the employee's appointment with the current Company counsel if requested by the employee.

Traffic violations citing Company equipment deficiencies will be coordinated with the Safety and Risk Management Office and the Maintenance Department.

As required by the Commercial Driver's License (CDL) law, the employee is also OBLIGATED to report all convictions for moving violations even those that occur while the employee is off duty or while the employee is driving a private vehicle. CDL law requires such reports to be made within 30 days of the conviction. All employees who are required to have a valid CDL shall report such convictions to their immediate supervisor. For Bus Operators, any convictions should be reported to the Division Superintendent. Failure to report within the 30-day time period will result in disciplinary action.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.05

Page:

1 of 1

Title: FOLLOWING DISTANCE

Effective:

5/1/09

Supersedes:

Stopping distance determines the distance a bus should follow behind another vehicle. Since stopping distance increases with speed, it is necessary to leave more space between the bus and the vehicle ahead as speed increases. This is especially important when transporting a standing load as any sudden swerve or stop makes passenger falls more likely.

Use the "Four Second Rule" to determine the distance a bus should follow behind another vehicle to allow for a safe stopping distance.

While in Motion: The Four Second Rule is used to determine a safe following distance.

1. Applying the Four Second Rule: When following a vehicle, pick a stationary point beyond the vehicle ahead such as a telephone pole, crosswalk, overpass, etc. When the vehicle ahead passes the stationary point, start counting: one thousand one, one thousand two, one thousand three, one thousand four. If you reach the stationary point before you count "one thousand four," you are following too close. Slow down and increase your following distance until you have achieved the proper spacing.
2. For Speeds Over 40 MPH: You must add one more second when traveling at speeds over 40 mph so that you are following a Five Second Rule.
3. When Driving in Adverse Conditions: When driving in adverse conditions such as poor visibility, depending on the severity of the situation, add one or more seconds.

When Stopped: Stop no closer than 8 to 9 feet from the vehicle ahead. This includes stopping in traffic behind another vehicle and also when stopping behind another bus at a bus stop. This space will allow you to maneuver around the vehicle ahead if it is delayed or stalled.

1. Before Proceeding: Allow the vehicle ahead to proceed 30 feet before moving. This will immediately establish a four second following distance.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.06

Page:

1 of 2

Title: TURNS

Effective:

5/1/09

Supersedes:

Turns should never be made any faster than 10 MPH and should be made smoothly enough to avoid passenger slips or falls. This is especially important when transporting standees, the frail or elderly, and individuals with mobility devices. Bus Operators must also be aware that, while turning, a bus may create blind spots that hinder the Bus Operator's ability to see other roadway users.

Bus operators should utilize the following procedures when making turns:

- Signal 100 feet before making a turn
- Scan both mirrors for hazards before the turn
- Scan the intersection for movement of vehicles, bicycles, pedestrians, etc.
- Make turns at no more than 10 MPH
- Use the Push/Pull steering technique while turning
- Continue to scan mirrors during the turn, making sure the pivot point clears the apex of the turn, and also to ensure that no hazards have entered the turning area
- After completing the turn, accelerate gradually while continuing to scan mirrors

Correct lane: Before making a turn, position the bus in the proper lane as follows:

- a. Right turns: Right turns (single or multiple lanes) should always be made from the right or curb lane. When making right turns from multiple right-turning lanes, the bus should always make the right turn from the curb lane unless the turn can be made safely from another lane without any encroachment into the adjacent lanes.
- b. Left turns: When making left turns from multiple left-turning lanes, the bus should always make the left turn from the lane that is farthest to the right (the "outside" lane) unless the left turn can be made safely from another lane without any encroachment into adjacent lanes.

- c. Scanning of Mirrors: When making any turns with a bus, the Bus Operator must visually check both mirrors before starting the turn and periodically during the turn to ensure that no hazards such as vehicles, cyclists, or pedestrians have entered the turning area.
  
- d. Blind Spots: When turning, Bus Operator must move their heads and bodies in a rocking motion to make sure the area obstructed by the outside mirrors and parts of the bus such as the windshield frame, door posts, and so on, are clear.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.07

Page:

1 of 1

Title: REVERSING

Effective:

5/1/09

Supersedes:

Reversing should be avoided whenever possible. Bus Operators should not place themselves in situations that require reversing unless driving a route on which reversing is required or when moving buses out of parking stalls on Company premises.

If it is necessary to reverse, follow the procedures outlined below:

### Reversing in the Facility or on Routes that require it:

1. Make sure the area is clear of people, vehicles, equipment or other hazards.
2. Turn on four-way flashers.
3. If the back up alarm is inoperable, sound horn twice, and wait a few seconds. Promptly report the back up alarm defect.

**NOTE:** Try to minimize noise during early morning and evening hours in residential areas but not at the expense of safety.

### Backing in Unfamiliar Areas:

1. Find a responsible person to act as a guide. Remember, however, that as the Bus Operator you are still responsible and must always use caution.
  - a. Be sure to agree on signals to avoid miscommunication.
  - b. The guide should position himself/herself on the left rear side of the bus in clear view of the operator through the left outside rearview mirror. Do not continue if the guide cannot be seen!
2. If no guide is available, Bus Operators must walk behind the bus to check for obstructions before reversing.
3. Turn on four-way flashers.
4. If the back up alarm is inoperable, sound horn twice, and wait a few seconds. Promptly report the back up alarm defect.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.08

Page:

1 of 2

Title: BICYCLES, MOPEDS, AND MOTORCYCLES

Effective:

5/1/09

Supersedes:

Traffic laws afford bicyclists, moped riders, and motorcyclists the same rights to roadway use as are afforded to operators of any other motor vehicle. As roadway users, they are also obligated to follow the same Federal, State, and City and County traffic laws as other vehicles.

Bus Operators must recognize the additional risks involved when sharing the roadway with bicyclists, motorcyclists, and moped riders. Because of their small size these vehicles may be more difficult to see and they also do not provide much protection to the rider in the event of a collision or fall. Accidents involving these types of vehicles often result in serious or fatal injuries. Therefore, it is imperative that Bus Operators pay close attention to these vehicles in their area and treat them with extreme caution.

Bus Operators should be aware that a rider may fall as much as six feet away from their path of travel. Falls may result from a variety of reasons including:

- The rider may be inexperienced or inattentive and may become intimidated by a large vehicle that is following too close or passing by without sufficient clearance.
- Rider may encounter uneven roadways, potholes, rocks, slippery areas, etc.
- A gust of wind or turbulence from a passing vehicle may cause the rider to lose his/her balance.
- A large vehicle may brush against the rider.

A Bus Operator can reduce the chances of being involved in an incident or accident with a two-wheeled vehicle by practicing the Five Rules of Defensive Driving (Section 6.2). The Five Rules of Defensive Driving are:

- Be Farsighted
- Move Your Eyes
- Take in the Whole Picture
- Maintain A Safe Following Distance
- Communicate



When approaching and passing a bicycle or moped, Bus Operators must:

1. Try to establish eye-to-eye contact with the rider to ensure s/he sees you.
2. When you are approximately 50 feet behind the bicycle or moped, tap your horn to warn the rider of your presence. Do not wait until you are right beside the cyclist to tap your horn because you may startle the rider.
3. Do not attempt to pass the cyclist if you will be turning or servicing a stop just ahead. It is safer to let the cyclist pass than to risk becoming involved in an incident or accident.
4. Begin the pass when you are at least one bus length from the cyclist.
5. When the adjacent lane is clear, pass with at least 7 to 8 feet or an entire lane of clearance between your bus and the cyclist.
6. Be aware that the cyclist or moped rider may swerve suddenly to avoid an object in the roadway, such as a pothole. Continue to monitor the rider until you have sufficient clearance to pull back into the lane ahead of him/her.
7. Make sure you have sufficient clearance, then pull in.
8. Keep monitoring the rider even after you have completed your pass until you are sure they are clear of your area. Keep in mind that the cyclist may "catch up" to you again after you have passed them, especially if you are stopping to service bus stops. Be aware that they may try to squeeze in between your bus and the curb when you are stopped to service a bus stop or stopped at an intersection waiting for the light to change.

If you cannot make a proper pass, follow the cyclist or moped rider at a safe distance and wait for a better place to make the pass. NEVER TAILGATE ANY VEHICLE. Use the Four Second Rule to determine the proper following distance. NEVER CROSS A DOUBLE SOLID LINE INTO ONCOMING TRAFFIC TO OVERTAKE ANY VEHICLE -- ESPECIALLY A CYCLIST, MOPED RIDER OR MOTORCYCLIST. Instead, remain a safe distance behind until it is safe to pass.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.09

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Title: USE OF BIKE RACKS

Effective:

5/1/09

Supersedes:

All buses in the fleet are equipped with bike racks, which passengers may use on a first come first served basis. No permit or fee is required to utilize the bike rack. Bus Operators are expected to display patience, common sense and good judgment when accommodating passengers using bike racks, especially those who are not familiar with its use.

### Restrictions:

At times, Bus Operators may encounter a bicycle that has been modified by the addition of baskets or equipment that may hinder the operator's view of the roadway to the extent that it creates a safety hazard. These bicycles should not be transported. If it is necessary for safety reasons to refuse to transport a bicycle, the Bus Operator must explain to the passenger the reason his/her bicycle is unsafe to transport as some equipment is removable. If, after your explanation, the bicyclist informs you that s/he can remove the hazard, making it safe to transport the bike, allow the bicyclist to do so, then transport the bike.

If for safety reasons, it is necessary to refuse to transport a bicycle, Bus Operators should call Dispatch to inform them of the situation. Bicycles modified with equipment that does not cause a safety hazard should be transported. If a question arises as to a bicycle's eligibility for transport, a company official will make the final decision.

### Special Considerations:

It is very important that Bus Operators use "due care" when operating their bus with the bicycle rack in the lowered position. The front of the bicycle rack now becomes the front of the bus, so following distance and turning clearance must be adjusted to accommodate the increased length. When the bicycle rack is not in use, it should remain in the upright position.

"Due care" is defined as conduct that a reasonable person will exercise in a particular situation to look out for the safety of others. Bus Operators, as professionals, are held to a higher level of due care requiring that they do everything possible to avoid an accident.

### Loading and Unloading:

The bicyclist is responsible to load and unload his/her own bicycle. Bus Operators are required to provide information on the proper use of the bike rack, but are not required to load or unload the passenger's bicycle.

1. Procedure for Loading Bicycles

- Pull up on the handle to release the folding bicycle rack and slowly maneuver it into the “lowered” position.
- Lift bicycle onto the rack, fitting wheels into the proper wheel slots. The support arm should be placed over the front tire. All cargo should be removed or securely fastened to the bike to avoid any mishaps while the bus is in motion.
- Be sure to include the bicyclist in your scanning sequence while the bicycle is being loaded and until the bicyclist is aboard. Inform the bicyclist that s/he should exit via the front door and should inform you that s/he intends to remove the bicycle from the rack. Always check that the front and sides of the bus are clear before moving forward.

2. Procedure for Unloading Bicycles

- Raise the support arm off the front tire.
- Lift bicycle off the rack, lift the handle and place the rack in the upright position. Be sure the handle snaps into place and locks the bike rack in the upright position.
- Be sure to include the bicyclist in your scanning sequence while the bicycle is being unloaded and until the bicyclist is completely clear of the bus. Always check that the front and sides of the bus are clear before moving forward.

Accidents/Incidents:

If any accidents or incidents occur, call Dispatch for assistance. Refer to Company Policy for proper accident reporting procedures.

Training:

If you have any questions, contact a Trainer for help.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.10

Page:

1 of 2

Title: OPERATING IN HEAVY PEDESTRIAN ZONES

Effective:

5/1/09

Supersedes:

Within our island-wide operations, some areas are more prone to heavy pedestrian traffic than others. These areas pose special hazards to our operations as pedestrians are often unpredictable and may step out into the roadway at any time. Bus Operators should be aware that pedestrians normally congregate at intersections and in areas of popular attractions, stores, or work locations. Although pedestrians are required to follow Federal, State, and Country traffic codes, they may not always do so. As a result, pedestrians may suddenly place themselves in the path of your bus for any of the following reasons:

- The pedestrian is inattentive to passing traffic and may just decide to cross the street without looking
- The pedestrian may slip or fall due to holes or slippery areas
- The sidewalk area may be blocked by pedestrians or other obstructions causing other pedestrians to step off the curb into the roadway.

Bus Operators are taught to utilize the 5 Rules of Defensive Driving (Section 6.02) at all times so that they are able to recognize potentially hazardous situations. The 5 Rules of Defensive Driving are:

1. Be Farsighted
2. Move Your Eyes Continuously
3. Take in the Whole Picture
4. Maintain a Safe Following Distance
5. Communicate

Passing pedestrians in a professional manner requires Bus Operators to:

1. Scan areas near the roadway for pedestrian activity.
2. Approach cautiously and move away from the curb to create a safety zone, if possible.
3. Warn the pedestrian of your presence by tapping your horn, slowing down and covering your brake pedal just in case the warning is not heeded; and, always expect the unexpected.
4. Remain alert to the position of the pedestrian while passing.
5. Monitor the pedestrian until s/he is clear of your area.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.11

Page:

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Title: GUIDELINES FOR SERVICING BUS STOPS

Effective:

5/1/09

One of the most critical areas of operation for Bus Operators is at bus stops. Accidents occur while buses are entering or exiting bus stops. Accidents involving stationary objects, pedestrians, and on-board injuries are some of the most common types of accidents that occur at bus stops. Adhering to the following procedures for servicing bus stops will ensure that Bus Operators are aware of the hazards and use care in these areas:

### Procedures for Servicing Bus Stops

#### A. Entering Bus Stops

1. Activate the right turn signal and approach the bus stop area with caution. Visually scan the entire area to identify possible hazards as follows:
  - Check for hazards near the roadway such as pedestrians, hydrants, trash receptacles, etc.
  - Check for hazards near the top of the bus such as tree branches encroaching into the roadway, signs, utility poles, etc.
  - Under **normal** conditions, Bus Operators should stop their buses 2 to 3 feet before the bus stop sign and 6 to 12 inches parallel to the curb. This will allow you to avoid making contact with the bus stop sign as you pull out from the stop and allow passengers to board and exit the bus safely.
  - When it is impossible to stop 6 to 12 inches from the curb, Bus Operators should stop at least **3 to 4 feet** from the curb. Stopping 3 to 4 feet from the curb will discourage passengers from stretching to enter or exit the bus.
2. If the bus stop does not require the use of the four-way flashers, keep the right turn signal activated the entire time the bus is in the bus stop zone.

3. Do not open the doors until the bus is completely stopped. If you will be using the “kneeling” feature, be sure to operate it while the doors are closed whenever possible. If doors are already open when the kneel is requested, be sure the doorway is clear before operating the kneel.
4. Allow patrons to board and/or alight.
5. Monitor the rear door and close it when clear.
6. Visually scan the front door and close it when clear. Keep your hand on the door handle and watch the front door until it is completely closed. This will allow you to re-open the door immediately should a passenger try to enter the bus at the last minute.

#### B. Exiting Bus Stops

1. Scan the right side of the bus using your right outside rearview convex and flat mirrors for any approaching passengers or pedestrians who may be close to the side of the bus.
2. Scan the area at the front of the bus beginning with the right front and progressing to the left front.
3. Scan the interior rearview mirror to be sure any frail or elderly passengers are seated or stabilized.
4. Activate the left turn signal, scan the left side of the bus with the left outside rearview mirror.
5. Just before moving, check the right side and front again to be sure no one wants to board and that no one has stepped in front of your bus.
6. DO NOT MOVE THE BUS UNTIL YOU HAVE CHECKED THE BLIND SPOT TO THE LEFT OF THE BUS AND ARE AGAIN SCANNING THE LEFT OUTSIDE REARVIEW MIRROR, MAKING SURE IT IS SAFE TO PROCEED.
7. Be especially careful of vehicles attempting to pass then cut in front of your bus.
8. Pull away from the bus stop as gradually as possible to minimize the chance of making contact with hazards near the right rear side of the bus.

Policies Governing Servicing of Bus Stops:

1. Number of Buses Permitted to Simultaneously Service a Bus Stop: NO MORE THAN TWO (2) BUSES are permitted to service a bus stop at the same time unless additional buses can service the stop in a safe manner.

- If the second bus should obstruct traffic or encroach into a pedestrian crosswalk or otherwise inconvenience or endanger pedestrians, passengers, or motorists, ONLY ONE BUS is allowed to service the bus stop.
- NOTE: All buses must service the first position at every stop.

ALL BUSES MUST ALWAYS STOP and service the first position at a stop to be sure all patrons desiring the bus have been accommodated. This MUST be done even if passengers have already boarded or alighted while bus was in the second position as passengers are not required to walk back to the second bus. Bus Operators must make a special effort to scan for the visually impaired as they will usually wait at the bus stop. Visually-impaired patrons can be identified by looking for the following:

- Passenger using a white cane, or traveling with a guide dog.
- Passenger using low vision travel aids such as a monocular or binoculars.

The only exception to servicing the first position at a bus stop is if the bus occupying that position is stalled or will be significantly delayed (e.g., awaiting supervisor or MPD assistance). In this exceptional situation, Bus Operators MUST make an extra effort to ensure that all passengers desiring his/her bus are accommodated, including the disabled and the visually-impaired.

2. Loading and Unloading at Authorized Bus Stops Only: Under normal conditions, Bus Operators are to service ONLY authorized bus stops or passenger loading zones.

- Unauthorized stops are NOT PERMITTED unless approved by Dispatch, a Road Supervisor, or another Company official.

3. Exceptions to the Authorized Bus Stops Only Policy: Exceptions to the policy limiting loading and unloading to authorized bus stops can only be made for the following reasons:

- To accommodate the loading/unloading of a wheelchair if it is unsafe or unreasonable to board or alight the disabled person at a particular bus stop. In such instances, the Bus Operator may accommodate a disabled patron by allowing him/her to board or alight at another safe spot that is more convenient or safer for the passenger. As a general rule, it is best to give the disabled patron the benefit of the doubt.



- Occasionally, a passenger may venture onto the roadway and demand to be allowed to board by gesturing to the Bus Operator or pounding on the door. In such situations, the passenger may be more greatly endangered if the Bus Operator refuses to allow him/her on board. The patron could be struck by another vehicle, such as a car, bicycle, or even another bus, that is attempting to pass the pedestrian. In this type of situation, the Bus Operator may allow the passenger to board the bus. Once the passenger is safely on board, the Bus Operator should explain that under normal conditions Bus Operators are only authorized to board passengers at designated bus stops; therefore, the patron should refrain from venturing into the roadway to attempt to board a bus. However, the Bus Operator should avoid being drawn into a confrontation with such passengers as they may often already be irate. In this situation the driver should make every effort to get the persons name file an incident report.
- In rare instances, a person who may be a victim of a crime or domestic abuse may plead to board a bus at a non-designated bus stop. Generally, it is the Company's policy to render aid as may be necessary, such as allowing the person to board the bus and travel to a safe area. In such cases, the Bus Operator should immediately call Dispatch to request police assistance.
- At times, a passenger may board the wrong bus by mistake. In cases where this would require the person to ride for a long distance before being allowed to alight from the bus and return to his/her starting point. Bus Operators are allowed to let the passenger alight in a safe area. Be sure to stop as safely as possible; use the four-way flashers if necessary to warn motorists of your intentions. **DO NOT ALLOW SUCH PASSENGERS TO ALIGHT ON THE FREEWAY OR HIGHWAY** where they may be stranded or be in danger of being struck by other vehicles.

4. Proper Lane and Speed: Buses must be in the proper lane of traffic, usually the curb lane, when approaching bus stops. This will enable the Bus Operator to pull over and service the stop to accommodate patrons wishing to board or alight without having to change lanes at the last minute. Bus Operators should also approach the bus stop at a reasonable speed so that they will be able to stop smoothly and safely. Smooth stops will minimize the chances of on-board passengers falling and injuring themselves.
5. Scanning for Passengers: Bus Operators must be alert for passengers approaching bus stops from different directions. Passengers approach the bus stop from all directions and will, at times, illegally cross streets through traffic to catch a bus. Bus Operators must take extra care when scanning for passengers at bus stops where enclosed waiting areas or obstacles may make it difficult to see waiting passengers.
6. Patience with Passengers: Bus Operators must be patient with passengers. The Bus Operator's primary purpose is to safely transport our passengers to their destinations; therefore, it is important that you ensure that you do not leave behind any passengers who desire to board your bus. Many passengers may not pay attention or may not be able to see your destination sign clearly until the bus has stopped. Any time a passenger is waiting at a bus stop, Bus Operators are OBLIGATED to make a COMPLETE STOP TO BE SURE THE PASSENGER DOES NOT DESIRE THEIR BUS. Bus Operators should NEVER ASSUME that a passenger does not want their bus because the passenger did not stand up or otherwise signal that s/he wanted to board.
7. Opening Doors at Bus Stops: At NO TIME is it permissible to open the doors of your bus before it has come to a complete stop. Doing so may entice passengers to try to board or alight from your bus while it is still moving, which may result in injury. Also, when servicing a bus stop, you MUST position your bus so that the front and rear doors are clear of any obstructions or hazards to ensure that passengers will be able to board and alight safely.
8. Rear Door Interlock: The rear door has an interlock brake system that is automatically engaged when the rear door is opened. If you should unlock the rear door while the bus is still moving, the interlock may engage causing the bus to jerk to a stop, which may injure your passengers.

9. Use of Brakes at Bus Stops: While at a bus stop, keep your foot on the service brake pedal at all times. If you need to remove your foot from the brake pedal, be sure to engage the parking brake. NEVER depend on the rear door interlock to keep your bus from moving.
10. Safety Zone Between Buses When Stopped at Bus Stops: When you must stop behind another bus at a bus stop or in a loading zone, maintain a distance of at least eight to nine feet (8' to 9') from the bus ahead. This will allow you sufficient room to pull around the first bus if it is stalled or delayed for an extended period of time.
11. Stopping Distance from Bus Stop Sign: Bus Operators should stop two to three feet (2' to 3') BEFORE the bus stop sign whenever possible to avoid contact between the sign and the right outside mirror of the bus.
12. Stopping Distance from Curbside: Whenever possible, when making a service stop or parking your bus at the curbside, your bus should be pulled parallel to the curb and within six to twelve inches (6" to 12") from the curb. If you are not able to stop with both doors within the specified 6 to 12-inch distance from the curb, try to position the front door within the desired distance as most of our elderly and disabled patrons will board and alight through the front door.
13. Obstructions that Prevent Proper Curb Distance: Bus Operators must be especially careful of hazards such as parked vehicles, leaning utility poles, tree branches, awnings, etc., which may prevent them from pulling into bus stops at the recommended distance of 6 to 12 inches from curb. When a Bus Operator is unable to safely stop within this preferred distance, s/he should stop at least three to four feet (3' to 4') from the curb. This extended distance from the curb will ensure that passengers will not attempt to jump or take a long step to the curb, which may cause them to trip and fall. If a Bus Operator must stop at an angle, BEFORE opening/unlocking the doors, s/he must check the right rearview mirror for any bicyclists or moped riders who may be trying to squeeze by between the right side of the bus and the curb.
14. Standee Line: Federal law requires that ALL passengers be behind the standee line while the bus is in motion. If the bus is full, Bus Operators should courteously request that all passengers move behind the standee line before moving the bus. If a passenger refuses to move behind the standee line, contact Dispatch for assistance.

15. Transporting Standing Loads: Bus Operators must be especially cautious when transporting standees as they are more likely to fall or otherwise sustain injuries if the bus stops or swerves suddenly. To reduce these types of on-board injuries, Bus Operators must always “take in the whole picture” and be sure to maintain the proper following distance so that stops and turns can be made as smoothly and safely as possible. As passengers board and the bus fills up, Bus Operators should courteously request that standees please move to the rear of the bus. Bus Operators must monitor the rear of the bus to be sure the bus is completely filled so that the maximum number of passengers can be accommodated.  
  
NOTE: Operators should always inform Dispatch whenever they are unable to accommodate all passengers desiring to board their bus.
16. Transporting Frail, Elderly, or Disabled Passengers: Bus Operators must pay particular attention when frail, elderly, or disabled passengers are boarding and alighting. Be certain that these passengers are either seated or stabilized (holding on) before proceeding. Although you should always try to make starts, stops, and turns as smoothly as possible, it is especially important to do so when transporting frail, elderly, or disabled passengers as these patrons are more likely to lose their balance, even when seated.
17. Operation of the “Kneel” Feature: Bus Operators should operate the “kneel” feature with the front door closed whenever possible. If a passenger requests the “kneel” feature after the door has been opened, inform the passengers of the request, wait until the doorway is clear, then lower the bus.
18. Operation of Ramp / Lift: Passengers with disabilities who use wheelchairs will require the use of the ramp or lift to board and alight the bus. Passengers who use walkers, canes, and other mobility devices may require the ramp or lift to be deployed to board and alight the bus. A driver should ask passengers how they can assist them. Please treat the passengers with disabilities with courtesy and respect.
19. “Skipping of Stops”: Bus Operators may NOT “skip stops”. If a bus is late the operator MUST advise Dispatch.
20. Missing or Damaged Bus Stops: Bus Operators should report missing bus stop signs and or damages to bus shelters, benches, etc., to Dispatch so that repairs and replacements can be made.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.12

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Title: PARKING AND LAYOVERS

Effective:

5/1/09

Supersedes:

In order to ensure the bus is safely secured and does not create a traffic hazard, Bus Operators must follow certain procedures when parking, "laying over," and/or leaving their bus or vehicle unattended.

### Parking Procedures

1. Transmission: The transmission should be placed in the "neutral" position before turning off the engine.
2. Setting the Parking Brake: The rear door must be closed before setting the parking brake. **DO NOT LEAVE THE REAR DOOR IN THE OPEN POSITION AS THIS MAY OVERRIDE THE PARKING BRAKE AND CAUSE THE BUS TO ROLL.** Bus Operators **MUST** always check for movement of the bus before leaving the driver's seat.
3. Safety Precautions on a Slope: When parking on a slope, Bus Operators should install a wheel chock on the down slope side of the right front tire. If no wheel chock is available, angle the front tires so the tires make contact with the curb in case the brakes should fail.

### Layover Procedures

1. Turning Engine Off at Layover Points: Upon arrival at layover points, Bus Operators should immediately turn off their engines **UNLESS** they will be leaving the layover point in **3 minutes or less**. Turning off your engine immediately will minimize the noise, which will help build good relations with residents in the area.
2. Laying Over with Passengers On Board: Bus Operators must allow passengers to remain on board the bus at layover points if the passenger requests to do so. Bus Operator should inform the passengers of the approximate layover time; and if the bus will be left unattended, the front door should remain open so that passengers are able to alight the bus in case of emergency. If no passengers are on board, close the front door to prevent unauthorized persons from entering.
3. Layovers During Hours of Darkness: During hours of darkness, marker lights and interior lights must remain on at all times.

4. Layovers for Mechanical Trouble: Turn the engine off immediately. If stalled for longer than 10 minutes, CDL law requires that reflective triangles be deployed.
  
5. Layover for Comfort Stops: The management of some business establishments have made their restroom facilities available to our Bus Operators. In many cases, they have extended this privilege to our Bus Operators at no charge, as a community service. Continued access to these facilities is contingent upon each Bus Operator exercising common sense, courtesy, and respect when utilizing these facilities.

**TRANSPORTATION DEPARTMENT  
BUS OPERATORS' GENERAL  
OPERATING PROCEDURE**



**SAFE OPERATIONS/BUS MOVEMENTS**

Policy Number: 6.13

Page:

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Title: OVERTAKING SCHOOL BUSES WITH FLASHING  
RED LIGHTS

Effective:

5/1/09

All vehicles are required by law (Hawaii Revised Statute 291C-95) to stop for school buses displaying flashing red lights. Drivers of any motor vehicle on the same highway adjacent to the lane occupied by the school bus, regardless of direction of traffic in that lane **MUST COME TO A COMPLETE STOP** before reaching the school bus and **REMAIN STOPPED** until the school bus resumes motion or the red lights are turned off.

Bus Operators must be alert for school children on their way to or from the school bus as the children may be inattentive to traffic conditions.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.14

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Title: TURN SIGNALS AND FOUR-WAY FLASHERS

Effective:

5/1/09

Bus Operators must use TURN SIGNALS and FOUR-WAY FLASHERS to communicate their intentions to fellow roadway users to minimize the chances of being involved in incidents and/or accidents.

### Turn Signals:

- Should be activated at least 100 feet before making turns or changing lanes
- Should be used when servicing bus stops as follows:
  - The right turn signal should be used when pulling over to service a bus stop and should remain activated while servicing the bus stop
  - The left turn signal should be used when merging back into traffic after servicing a bus stop

### Four-Way Flashers: Should only be used in the following situations:

- When servicing bus stops in rural areas where the location of a bus stop requires the bus to block or partially block a lane of traffic
- Emergencies and stalls
- When using the wheelchair lift

**CAUTION:** When using four-way flashers at bus stops, vehicles may cut in front of the bus intending to overtake, not realizing that the bus will eventually pull away from the stop. Bus Operators should be sure to turn off the four-way flashers and activate the left turn signal **BEFORE** moving to let motorists know they will be pulling away from the stop.



# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.15

Page:

1 of 1

Title: DESCENDING OR ASCENDING GRADES

Effective:

5/1/09

Grades present unique circumstances for large vehicles such as buses. The following procedures should be utilized to ascend or descend grades:

Ascending Grades: When ascending grades, Bus Operators should select a gear that will maintain a constant speed to avoid constant up/down shifting of the transmission. Bus Operators are reminded that State and City traffic codes mandate that slower traffic keep to the right. Do not try to overtake vehicles while ascending grades unless the pass can be made quickly to minimize disruptions in the flow of traffic.

Descending Grades: CDL law mandates that operators utilize the following procedures when descending grades:

1. BEFORE descending the grade, Bus Operators MUST perform a brake check by depressing the service brake pedal to make sure the brakes are operational.
2. Bus Operators should activate the retarder by depressing the service brake pedal until the desired retarder function is achieved to conserve braking function. If it is necessary to use the brakes, Bus Operators must use the "snub braking" technique to prevent the brake from overheating.
  - Snub Braking Technique: When the maximum safe speed for the grade has been reached, the brakes should be applied until the bus has slowed to 5 mph below the maximum safe speed. The brakes should then be released until the bus again reaches the maximum safe speed, at which time the procedure should be repeated. Bus Operators should never "ride" the brakes when descending grades as this will overheat the brakes and may cause them to fail.
  - Downshifting: Bus Operators should refrain from downshifting their bus when descending grades to minimize the possibility of engine damage. Buses should only be downshifted on grades in emergency situations.

**TRANSPORTATION DEPARTMENT  
BUS OPERATORS' GENERAL  
OPERATING PROCEDURE**



SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.16

Page:

1 of 1

Title: PERSONAL CELLULAR PHONES

Effective:

5/1/09

Personal phone calls can be a dangerous distraction when driving as they divert attention from the driving task and thereby increase the chances of being involved in an accident. Bus Operators are PROHIBITED from making or receiving personal calls while operating any Company vehicle. Personal Cellular phones MUST be TURNED OFF and REMAIN OFF at all times while driving. The use of earpieces or hands-free devices is also prohibited. The use of personal Cellular phone infractions discipline may range from a written warning up to and including suspension pending dismissal.

**TRANSPORTATION DEPARTMENT  
BUS OPERATORS' GENERAL  
OPERATING PROCEDURE**



SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.17

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Title: USE OF LISTENING DEVICES WITH  
EARPHONES/EARPIECES

Effective:

5/1/09

Bus Operators and other employees are strictly forbidden from using listening devices such as Walkman radios, portable CD players, cell phones, and so on, with earphones or earpieces while on Company property or when operating Company vehicles. These devices create an extremely dangerous situation as they limit the users' ability to hear the movement of vehicles and warning devices such as horns, reverse alarms, and so on.

The use of listening devices with earphone or earpieces by off duty operators or employees in areas where they will not endanger the user such as lounges, locker rooms, offices, and so on, is allowed.

**TRANSPORTATION DEPARTMENT  
BUS OPERATORS' GENERAL  
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SAFE OPERATIONS/BUS MOVEMENTS

Policy Number: 6.18

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Title: INTERIOR LIGHTS

Effective:

5/1/09

Proper use of interior lights is described below:

Turn On Interior Lights: For the safety and convenience of passengers and to reduce incidents of vandalism in buses. Interior lights must remain on until the unit is parked at the respective facility for the night.

Turn Off Interior Lights: Turn off all interior lights when parking your bus at the base yard. Failure to turn off the interior lights will cause excessive drain on the battery.

Stalled Vehicles: If a vehicle is stalled during hours of darkness, the interior lights should remain on until all passengers have exited the bus and/or the proper warning devices, such as flares or reflective triangles, have been deployed.

Dark Rural Areas: Bus Operators may use their discretion and turn off interior lights along long stretches of rural roadways without street lights (e.g. while on the Pali). However, if even a single passenger requests that the interior lights be turned on, the Bus Operator must comply with the passenger's request.

**TRANSPORTATION DEPARTMENT  
BUS OPERATORS' GENERAL  
OPERATING PROCEDURE**



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SAFE OPERATIONS/BUS MOVEMENTS

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Policy Number: 6.19

Page:

1 of 1

Title: WHEEL CHOCKS

Effective:

5/1/09

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The policy concerning proper use of wheel chocks is as follows:

Usage: Wheel chocks are placed in buses as a safety precaution and are to be used under the following conditions:

1. When parking a bus on a grade or slope
2. Whenever parking a bus in a situation where the bus may roll

Placement: Install the wheel chock on the down slope side of the right front tire.

Removal: When parked on an incline, a bus may roll slightly causing the wheel chock to be locked in place by the tire. When attempting to remove the wheel chock, DO NOT try to force the wheel chock out from under the tire. Instead, move the bus a few inches, properly secure the bus, then retrieve the wheel chock.

Storage: Store the wheel chock where it will not interfere with boarding or alighting passengers or the safe operation of the bus. The wheel chock should be carefully stored so that it will not be dislodged by braking or turning movements.

# TRANSPORTATION DEPARTMENT BUS OPERATORS' GENERAL OPERATING PROCEDURE



## ACCIDENTS AND EMERGENCIES

Policy Number: 7.09

Page: 1 of 11

Title: FLEET ACCIDENT PREVENTION PROGRAM

Effective: 5/1/09

Supersedes:

Safe transportation of passengers and accident-free performance is expected of all transportation carriers. Our goal is to provide the highest level of care to our fellow employees, passengers, pedestrians, and motorists (including mopeds, bicyclists, etc.), by consistently practicing – **If It Cannot Be Done SAFELY – DON'T DO IT!**

Most accidents can be prevented by safe and defensive driving, which are conditions of your employment. Therefore, Bus Operators are expected to be alert for possible traffic violations by pedestrians and other motorists (including mopeds, bicyclists, etc.). All transportation carriers are required to meet a higher standard of “due care” while operating commercial vehicles. As trained professional bus operators, you are expected to use your training in defensive driving skills to be alert for possible traffic violations by pedestrians and other motorists (including mopeds, bicyclists, etc.), anticipate common hazardous situations and to **take every reasonable precaution** to prevent an accident.

Bus Operators who are actively performing driving responsibilities may be eligible for a safety award incentive for driving without incurring a preventable accident. Bus Operators who are involved in a preventable accident are subject to retraining and/or disciplinary action up to and including dismissal depending on the severity of the accident and the degree to which they may have contributed to the accident; i.e, safety oversights, disregarding defensive driving tactics, carelessness or negligence.

**PURPOSE:** The purpose of this policy is to:

- Encourage Bus Operators to be **safe and defensive drivers**
- Provide a program and system to reward bus operators who drive safely and defensively. The award program is designed to recognize those bus operators who demonstrate their ability to operate their assigned vehicles in a safe and prudent manner. To earn this award and to make this program meaningful, each Bus Operator must be exposed to the hazards of driving on a daily basis to qualify for this award.
- Provide a system of retraining and/or discipline for bus operators who have “preventable” accidents.
- Provide a system which designates an accident as “preventable” or “non-preventable” which is **NOT** intended to make a legal determination of who is liable, but solely for the use of management to evaluate the driving performance of a given bus operator. Even if another motorist or pedestrian is liable or responsible for the accident, if the Bus Operator failed to follow defensive driving practices and make allowances for all factors, the accident may be judged “preventable” for the purpose of this policy.

## DEFINITIONS

Defensive Driver – One who drives to avoid accidents despite the incorrect actions of others and adverse driving conditions. As it relates to bus operators, a defensive driver:

- Commits no driving errors and makes allowances for the lack of skill or improper driving practices of other drivers
- Adjusts his/her own driving to compensate for unusual weather and road and traffic conditions and is not tricked into an accident by the unsafe actions of pedestrians and other drivers
- Is alert to accident-inducing situations. S/he recognizes the need for preventive actions in advance and takes the necessary precautions to prevent the accident
- Knows when it is necessary to slow down, stop, or yield the right-of-way to avoid an accident
- Follows the Five (5) Basic Rules of Defensive Driving, which are described in detail in Policy No. 6.02. Briefly these five basic rules are:
  - (1) Be farsighted: In city driving, survey the road 1 to 1-1/2 blocks ahead. For freeway driving, survey the road as far ahead as you can see.
  - (2) Move your eyes continuously: Moving your eyes every 2 to 5 seconds will allow you to scan a wide area for possible hazards.
  - (3) Take in the whole picture: Be aware of what is occurring not just in front of your bus, but all around your bus.
  - (4) Maintain your safety zone: Apply the 4-second rule
  - (5) Communicate: Use turn signals, hand signals, brake lights, horn, lane placement

Motor Vehicle Accident – A motor vehicle accident is defined as an unplanned event involving a Company vehicle operated by a Company employee, which results in personal injury and/or property damage. The extent of injury and/or property damage is not important to this definition.

NOTE: Any accident – even if there is no damage or injury -- involving a Company vehicle and another vehicle, pedestrian, or object must be reported to the Company.

“Preventable” and “Non-Preventable” Accidents – A motor vehicle accident is “preventable” if the Bus Operator failed to do everything that reasonably could have been done to avoid the accident. In other words, the Company considers an accident to be “preventable” when a Bus Operator commits errors and/or fails to react reasonably to the errors of others. The Company considers an accident to be “non-preventable” when the Bus Operator commits no errors and reacts reasonably to the errors of others.

Reasonably Expected – In reviewing an accident, it is necessary to determine if a Bus Operator did everything that could “*reasonably be expected*” to avoid an accident. This includes, but is not limited to, driving in accordance to all laws and traffic regulations; driving safely considering the conditions; correctly following the Company’s GOP; and using proper defensive driving techniques. Each accident must be judged on its own merits and set of circumstances. All information available about the Bus Operator, the vehicle being operated, other parties involved, the physical conditions at the scene, weather conditions, and operator training and procedures are considered in determining what is “reasonable.” All available evidence should be considered when classifying an accident. This includes the Bus Operator’s written statement, the Supervisor’s report of the accident; and, if available, information provided by the police report, witness statements, insurance investigation reports, statements by other motorists, etc. However, sometimes, information that would be desirable to have is not available. The unavailability of information should not delay the classification process.

NON-PREVENTABLE ACCIDENT SITUATIONS: The following are examples of situations that are generally considered to be non-preventable accidents:

1. Company vehicle legally parked in a permitted location which is struck by another vehicle.
2. Company vehicle properly in a lane of traffic, whether in motion or standing still due to traffic, traffic signal, pedestrian or other reason, and operated within the scope of the law, when struck from the rear by another vehicle.
3. Company vehicle stopped due to emergency condition and protected by or in the process of setting out or removal of protective devices as required by law when struck by another vehicle. However, this type of accident could be considered “preventable” if the emergency condition was caused by the Bus Operator’s error, which could have been prevented.



PREVENTABLE SITUATIONS: The following are examples of preventable-type accidents:

1. Accidents in which the speed of the Company vehicle was a factor because the Bus Operator:
  - Failed to operate the Company vehicle within the basic speed law, which is a speed no faster than that which is safe for the current conditions. This includes excessive speed on hills, curves, and in poor weather conditions.
  - Exceeded the posted speed limit.
  
2. Accidents in which the Company vehicle struck the other vehicle from the rear because the Bus Operator:
  - Failed to wait for the vehicle ahead to accelerate before starting forward
  - Failed to maintain a safe distance behind the other vehicle
  - Failed to pay attention to slowing or stopping traffic
  - Failed to judge the rate of speed when passing the other vehicle or take into consideration the posted speed limit
  - Failed to correctly judge the space needed to complete the passing maneuver and striking the vehicle in front of the vehicle being passed
  - Failed to maintain adequate pressure on the brake pedal, allowing the Company vehicle to roll forward into the other vehicle
  
3. Accidents in which the Company vehicle is struck from the rear by another vehicle because the Bus Operator:
  - Failed to maintain adequate pressure on the brake pedal and allowed the Company vehicle to roll back into the other vehicle
  - Misjudged the speed of traffic in the lane into which the Company vehicle moved after passing other vehicle(s)
  - Made an unnecessary sudden stop, especially when pulling out from a stopped position

4. Accidents in which the Company vehicle is turning either right or left and the Bus Operator:

- Failed to signal the turn
- Failed to block other vehicles from the curb lane
- Failed to use mirrors to ensure other vehicles have not entered into the curb lane
- Failed to yield the right-of-way when necessary to avoid the accident

5. Intersection-type accidents in which the Bus Operator:

- Failed to yield to through traffic while making a left turn
- Failed to control speed in order to be able to stop when necessary
- Failed to wait for the right-of-way while proceeding straight through the intersection
- Failed to check for cross traffic before accelerating

6. Between intersection-type accidents in which the Bus Operator:

- Failed to check mirrors and ensure clearance before merging into the lane of traffic from the curb lane, driveway, or bay
- Failed to ensure adequate space for the vehicle before changing lanes
- Failed to judge the speed of traffic in the lane into which the Company vehicle moved while changing lanes

7. Head-on and sideswipe collisions in which the Bus Operator:

- Failed to keep the Company vehicle properly in the lane of traffic
- Failed to take the proper action (i.e., turn right, slow down, stop) when possible to avoid the collision

8. Accidents where a bus passenger fell (boarding, alighting) because the Bus Operator:

- Failed to properly curb the bus where curbing was possible under the conditions
- Stopped beyond the 6 to 12-inches required to allow passengers to step up safely into the bus, but not far enough away to discourage jumping or reaching which may result in a fall

9. Accidents involving on-board passengers in which the Bus Operator:

- Made a sudden stop due to traffic conditions, causing the passenger to fall, collide with the interior of the bus, or otherwise sustain injury
- Made a sudden stop due to following too close, causing the passenger to fall, collide with the interior of the bus, or otherwise sustain injury
- Abruptly accelerated too quickly causing the passenger to fall, collide with the interior of the bus, or otherwise sustain injury
- Accelerated too quickly from the bus stop zone before an unstable, elderly, or disabled passenger was seated or safely secured causing the passenger to fall, collide with the interior of the bus, or otherwise sustain injury.

10. Accidents involving pedestrians in which the Bus Operator:

- Failed to yield the right-of-way to the pedestrian
- Failed to utilize all reasonable avenues to warn pedestrian traffic that bus was approaching/passing

11. Accidents in which the mechanical condition of the bus was a factor and the Bus Operator:

- Failed to notice the condition during the pre-trip inspection
- Failed to notice the condition during the normal operation of the Company vehicle.

12. Accident in which:

- The Company vehicle strikes a fixed object; e.g., poles, hydrants, buildings, trees, overhangs, etc.
- The Company vehicle was being operated in violation of the law
- The Bus Operator was under the influence of a controlled substance while operating the Company vehicle.

ACCIDENT CLASSIFICATION PROCEDURES:

1. The employee's accident report is an official document of Roberts Hawaii. As such, it needs to be as complete and as accurate as possible; and, should be completed as soon as possible after the accident occurs. The report is confidential and shall not be released to others without the express permission of the Company.

Your signature confirms your agreement with the report. Failure to disclose all pertinent information accurately and completely will be considered a Class III offense and will result in severe disciplinary action up to and including termination. Subsequent information that becomes available, such as via a court case, deposition, special investigation, etc., may be used to reverse an initial ruling of "non-preventable" that was based on inaccurate, incomplete, false or misleading reports. In addition, subsequent information that proves a Bus Operator's accident report was misleading or falsified, will lead to disciplinary action up to and including termination.

2. The accident file and all its contents are the property of Roberts Hawaii. The information contained therein is confidential and its release to outsiders will be restricted. Due to the possibility of litigation, release of documents will only be authorized by our defense counsel or the appropriate senior management official. The accident file, which is usually maintained in the Safety Office, should normally contain the following documents:

- a. Employee's (Vehicle Operator's) accident report
  - b. Supervisor's report
  - c. Police reports (if available)
  - d. Witness statements (if available)
  - e. Photos and diagrams (if available)
  - f. Shop damage assessment/cost estimates
3. Major accidents involving single or multiple vehicles, single or multiple injuries, serious personal injury(ies), serious property damage(s), or accidents between two Company vehicles, will be reviewed by the Major Accident Committee. The Major Accident Committee will be comprised of two members of the Company's management team and one member of the Committee on Safety. The Chairman of the Major Accident Committee shall be the Island Manager or his designee and the decision of this committee is final. Bus Operators seeking to appeal such decision must make their appeals according to the Grievance Procedures.

The nature of a major accident often requires that immediate action be taken. Following a major accident, a Bus Operator may be placed on Alternative Duty with Pay (ADP). In the event that the initial investigation of the accident reveals the Bus Operator not to be at fault, the Bus Operator will be returned to duty with lost wages restored. Depending upon the situation, the Bus Operator may place himself on sick leave or request to be placed on some other leave of absence status while coping with the trauma and stress that a major accident may have caused. Whether s/he appears to be at fault or not, the Company shall assist the Bus Operator to obtain EAP counseling and/or referral services. Bus Operators may grieve all aspects of the accident and resulting discipline through the grievance/arbitration process.

4. All other motor vehicle accidents shall be ruled on as preventable, non-preventable, or unclassified. The Island Manager of Safety and Risk Management, the Fleet Safety Coordinator, the Chief Road Supervisor, or a Transportation Superintendent shall determine the initial ruling. The individual tasked with classifying the accident may conduct additional investigations, if deemed necessary. Every effort will be made to issue a ruling on any accident within one (1) month of its occurrence. The Island Manager shall forward the accident ruling to the Division Superintendent or departmental supervisor for discussion with the employee. Should an employee disagree with the judgment, s/he may appeal the decision to the Accident Review Committee. The request for the appeal should be made within 10 working days from the date of receipt of written notification regarding the accident ruling. The request should be made in writing to the Vice President of Transportation.

5. The Accident Review Committee shall be composed of three members who shall be appointed by the Vice President of Transportation. One member of the committee shall be a Training or Road Supervisory sections. The other two members shall be management employees of the Transportation Department. The committee shall convene from time to time to review appealed accidents. Bus Operators who are appealing judgments shall be notified of the time and place at which the committee shall review the accident and may appear before the committee. Bus Operators who are appealing may submit additional information or comments in response to the initial ruling. A majority of the members (i.e., two out of three) shall constitute a decision. The decision of this Committee is final and Bus Operators seeking to appeal such decision must make their appeals according to the Grievance Procedures.

**SAFETY INCENTIVE AWARDS:** The following cash bonuses will be awarded for safe driving pursuant to the current Collective Bargaining Agreement. For purposes of this program, a “chargeable” accident is a “preventable” accident.

The Vice President of Transportation or his designee may rule that the safety award for a minor preventable accident may be converted from “chargeable” to “non-chargeable”. Usually, such conversion will only be considered if the Bus Operator has no other preventable accidents within the past five (5) years and only if the Bus Operator maintains an accident-free record for at least six months after the occurrence of the chargeable accident. An accident converted to non-chargeable for Safety Incentive Award purposes shall remain “preventable” for all other purposes.

If a Bus Operator is absent for more than 30 consecutive calendar days during the one-year period prior to the due date of his/her Safety Incentive Award, the due date of such award shall be adjusted to account for the total number of cumulative days during which the Bus Operator was absent during that period. Thereafter, the Bus Operator’s annual Safety Incentive Award shall be awarded on the anniversary of the revised due date.

SAFETY INCENTIVE AWARD	
No. of Consecutive Years Without a Chargeable Accident	Amount of Cash Award
1 Year	\$ 50
2 Years	\$100
3 Years	\$150
4 Years	\$200
5 Years and thereafter	\$250
In addition to the awards shown above, Bus Operators shall receive the following special anniversary awards:	
10 Years	\$ 250
15 Years	\$ 500
20 Years	\$ 750
25 and every add'l 5 <sup>th</sup> Year	\$1,000

**DISCIPLINARY ACTION/REMEDIAL TRAINING:** The Company will impose the following training and disciplinary actions for preventable accidents not classified as major accidents:

Level	No. of Preventable Accidents	Disciplinary Action
1	One (1) preventable accident in 12 months not classified as a major	Written warning or disciplinary action ranging from extra list to 2 days suspension and 1 day paid retraining
2	Two (2) preventable accidents in 12 months; last accident not classified as a major	Up to 5 days suspension and 1 day unpaid retraining
3	Three (3) preventable accidents in 18 months; last accident not classified as major	Up to 7 days suspension
4	Four (4) preventable accidents in 18 months; last accident not classified as a major	Up to 10 days suspension; 1 day unpaid retraining and 1 year probation (terms of probation shall include a stipulation that the Bus Operator may face possible suspension pending dismissal should s/he become involved in any preventable accident during the probationary period.
5	Five (5) preventable accidents in 36 months; last accident not classified as a major	One (1) month suspension or suspension pending dismissal
Rear end accidents	MINIMUM OF three (3) days SUSPENSION (with the right to appeal) shall be assessed for REAR END accidents provided there are no injuries and cost of bus/vehicle damages do not exceed \$2,000.00.	

**MAJOR ACCIDENTS:** The following are considered serious/major accidents and Bus Operators may be placed on Alternative Duty with Pay (ADP), which may eventually result in disciplinary action up to and including suspension pending dismissal (SPD). HOWEVER, THE COMPANY RESERVES THE RIGHT TO AUTOMATICALLY PLACE AN EMPLOYEE ON SUSPENSION PENDING DISMISSAL (SPD) FOR A SERIOUS/MAJOR ACCIDENT OR FOR EXCESSIVE PREVENTABLE ACCIDENTS WHICH MAY OR MAY NOT BE COVERED BY THIS POLICY. IN SUCH A CASE, THE BUS OPERATOR WILL HAVE RECOURSE TO APPEAL SUBJECT TO SECTION 12, JOB SECURITY, OF THE COLLECTIVE BARGAINING AGREEMENT.

- Preventable bus and bus accidents resulting in injury(ies) or damages of \$2,000 or more
- Preventable Company vehicle to vehicle accidents resulting in injury(ies) or damages of \$2,000 or more
- Rear-end accident resulting in injury(ies) or damages of \$2,000 or more
- Any head-on accident with a vehicle traveling in the opposite lane of travel
- Serious, fatal, and/or single/multiple injury accidents or an accident with costs totaling \$5,000 or more
- Falling asleep at the wheel
- Single/multiple on-board injuries from a single accident or sudden emergency stop
- Evidence of unsafe vehicle operations prior to the accident (e.g., speeding, excessive lane changing, weaving, running a red light or stop sign, other traffic code violations)
- A pedestrian accident whether it results in injury or not

The Company reserves the right to place a Bus Operator on alternative duty with pay in the event of a serious accident of the type described above.

**Accidents During Probationary Period:** During a new employee's six-month probationary period, every accident will be reviewed to determine preventability. Appropriate disciplinary action up to and including termination will be assessed to new employees involved in preventable accidents. Should a circumstance arise where a new employee's accident record was not reviewed, a review will be undertaken and appropriate disciplinary action will be assessed prior to the employee becoming a regular employee.



ATTACHMENT "C"								
COST PROPOSAL								
MAUI BUS COMMUTER SERVICE								
RTE #	DESCRIPTION	OPERATIONAL (REVENUE) HRS/DAY	RATE/HR	RATE/ DAY	HRS/ MONTH	MONTHLY RATE	HOURS/ YEAR	ANNUAL COST
HW	Haiku-Wailea	3.25						
KK	Kihei-Kapalua	3.00						
MK	Makawao-Kapalua	4.00						
WK-1	Wailuku-Kapalua 1	3.00						
WK-2	Wailuku-Kapalua 2	3.00						
WK-3	Wailuku-Kapalua 3	2.50						
WK-4	Wailuku-Kapalua 4	3.00						
	Total:	21.75				Total Hrs:		

Annual Lump Sum Cost:

Vendor cost prices/offer shall be valid till June 30, 2018.

The successful firm chosen to manage and operate the services will do so for an initial term of one (1) year, with four (4), one year options to renew the contract based on performance and funding. The four (4), one year options to renew the contract may include a maximum funding increase per annum of up to 5% requiring a breakdown of incurred and anticipated budget increases prior to budget preparations in the Fall for the next fiscal year, subject to funding availability and County Council approval. The potential of up to 5% increases are not guaranteed. Please note that should the County Council not approve any increases for the subsequent years, the initial term cost will be used.

**Fill out the shaded gray blocks**