

CASS COUNTY TRANSPORTATION AUTHORITY

**REQUEST FOR PROPOSAL
TRANSPORTATION SERVICES
COUNTY-WIDE TRANSPORTATION SYSTEM
CASS COUNTY, MICHIGAN**

Request for Proposal Issued: September 9th, 2019

Deadline for Questions: September 13th, 2019

CCTA Response to Questions: September 20th, 2019

Due Date for Proposals: October 7th, 2019

Proposal Opening: October 9th, 2019

Requested by:
Cass County Transportation Authority
400 East State Street
Cassopolis, MI 49031

REQUEST FOR PROPOSAL

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CASS COUNTY TRANSPORTATION AUTHORITY (CCTA)**

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PART ONE

INSTRUCTIONS TO PROPOSERS, GENERAL CONDITIONS, PROPOSER QUALIFICATIONS, INSURANCE, INDEPENDENT PRICE DETERMINATION

A. Instructions to Proposer

1. The CCTA is requesting proposals for services in conjunction with operation of its small bus, demand-response transportation system. Proposals will address elements of the system including operations, maintenance, scheduling and dispatch. Proposals must cover a 36-month period from October 1, 2019 through September 30, 2022. Through mutual agreement, the contract may be extended for two additional one-year periods. Specifications are attached. **Due to delays in processing, contract awarded based on proposals will be retroactive to October 1, 2019.**

2.

2. The selection process is accomplished under the Federal Transit Administration's Third Party Contracting Guidance (FTA C 4220.1F)

3. Point of Contact / Inquires or Questions

a) All contact and correspondence with the CCTA regarding this RFP must be addressed to or directed to the Transportation Coordinator:

Cass County Transportation Authority
 Attn: Evan Smith, Transportation Coordinator
 400 E. State Street
 Cassopolis, MI 49031
 E-mail: esmith1@berriencounty.org

b) Any questions arising from review of this RFP must be submitted in writing to the Transportation Coordinator. Questions and answers thereto will be provided all Proposers who have requested an RFP and requested notification of questions and answers. The names of Proposers submitting questions will not be disclosed. All questions must be submitted on or before **September 13, 2019.**

4. Proposals must be submitted in a complete original form by mail or messenger to:

Cass County Transportation Authority
Attn: Evan Smith
400 East State Street
Cassopolis, MI 49031

5. Proposals will be accepted at the above address until:

Time: 4:00 p.m. local time
Closing Date: October 7, 2019

7. All proposals shall be submitted in a tightly sealed opaque envelope and plainly marked "**SEALED PROPOSAL – TRANSPORTATION SERVICE**". Proposals opened by mistake due to improper identification will be rejected and returned.

8. The proposal shall be legibly prepared and submitted in typed print. The proposal shall be legally signed and a complete address of the Proposer given thereon.

9. Proposals

- a) Each potential Proposer must submit one (1) original (so marked) and three (3) copies of their proposal to the issuing office. No other distribution of the proposal is to be made by the Proposer. The proposal must be signed in ink by an official authorized to bind the Proposer to its provisions. The proposal must include a statement as to the period during which the proposal remains valid, a minimum of 120 days is required.

10. Timely Response

- a) To be considered, proposals must arrive at the issuing office on or before the date and time specified in Part One, A., 5. Potential Proposers mailing bids should allow normal delivery time to ensure timely receipt of their bids.

11. Proposals may be withdrawn in person by a Proposer or his authorized representative provided his identity is made known, he signs a receipt for the proposal, and only if the withdrawal is made prior to the exact time set for receipt of proposals.

12. Addenda to the Request for Proposals

- a) In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Proposers who request the RFP.

13. Changes to Proposals

- a) Any changes to a proposal must be made by written addendum and submitted prior to the scheduled submission deadline.

14. Discrepancies in RFP

- a) If a Proposer becomes aware of any discrepancy, ambiguity, or error of omission in the RFP, it shall be reported immediately, in writing, to the Transportation Coordinator who will determine the necessity for further notification.

15. Oral Presentation

- a) Proposers in a competitive range may be requested to make an on-site presentation to the CCTA. The purpose of the presentation is to provide an opportunity for a Proposer to clarify their proposal through mutual understanding. The CCTA will schedule these presentations, if required. If election of this option will have an impact on your proposal, please itemize that impact for the CCTA's consideration.

16. Gender & Terms

- a) The masculine pronoun, whenever used herein, includes the feminine, and the singular includes the plural, unless the context clearly indicates otherwise.

B. GENERAL CONDITIONS

1. Proposal Rejection

- a) The CCTA reserves the right to accept or reject any and all proposals for sound, documentable reasons, and to waive any informalities and irregularities in proposals received as part of this RFP, or to negotiate with any source whatsoever in any manner necessary to serve the best interest of the CCTA and to award to other than the lowest price proposal. The contract will be awarded to the responsible Proposer whose proposal, conforming to this solicitation will be most advantageous to the CCTA. The selection of the Proposer will be made by the CCTA consistent with oversight guidance of the Michigan Department of Transportation, and be based on price and criteria outlined in Part One, paragraph C, Proposer Qualifications.

2. Acceptance of Bids

- a) The contents of this RFP, its attachments, and the proposal may become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations may result in cancellation of the award.

3. Prime Proposer Responsibilities

- a) The selected Proposer will be required to assume responsibility for all services offered in its proposal regardless of who provides them. Further, the CCTA will consider the selected Proposer to be the sole point of contract with regards to contractual matters, including payment of any kind and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime Proposer must provide a complete description of work subcontracted. The Proposer is totally responsible for adherence by the subProposer to all provisions of the contract.

4. MDOT must approve a 3rd party subcontract between the CCTA and the selected vendor. The selected vendor will be sent a Notice to Proceed upon MDOT award of the subcontract. The subcontract will include language permitting more negotiation in the event

of a significant change in service by the CCTA. The change cannot constitute a cardinal change and the change must be submitted for MDOT approval.

5. In connection with the performance of work under this proposal, the Proposer agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts: as set forth in Attachment 3, attached hereto and made a part hereof by reference. The CONTRACTOR further covenants that it will comply with the Civil Rights Act of 1964,) being P. L. 8-352, 78 Stat. 241 as amended, being Title 42. U.S.C. Sections 1971, 1975a-1975d and 2000-2000h6), as well as P. A. 453, 1976 of the State of Michigan, and shall require a similar covenant on the part of any contractor or subcontractor employed in the performance of this proposal.

6. The ensuing contract shall not be assigned, subcontracted, or the duties and/or obligations otherwise transferred without the prior written consent of the CCTA and MDOT.

7. No member, officer, or employee of the CCTA during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in an ensuing contract or the proceeds thereof.

8. The Proposer shall comply with all applicable federal, state, and local law, regulations and ordinances, while performing the activities specified. The Proposer shall further meet all federal, state and local licensing and authorization requirements. Failure by the Proposer to maintain required licenses and certificates is cause for immediate termination of the ensuing contract.

9. The contract may be extended up to two (2) additional twelve (12) month periods provided the Proposer, CCTA and MDOT agree in writing to the terms and conditions of said extension. The CCTA retains the right to determine whether future contracts will be subject to bidding requirements. The awarding of the contract in no way guarantees the continuation of a contractual relationship beyond the initial contract period.

10. The CCTA may terminate the ensuing contract at will by giving a ninety (90) day notice in writing to the other party by certified mail. In cases where termination is caused by reductions/elimination of funding by the Michigan Department of Transportation, or the local contract sources, the ninety (90) day notice is waived and the notice of termination will reflect the effective date of reduction/elimination of funding by MDOT or local source. Such termination shall not relieve either party of any obligations incurred prior to the effective date of termination.

11. The ensuing contract shall not be construed to establish any employer/employee, master/servant, principal/agent relationship between employees or representatives of the CCTA and the Proposer.

12. The CCTA is not liable for any cost incurred by the Proposer prior to the signing of a contract. Said contract must be reviewed and approved by the Michigan Department of Transportation subsequent to agreement by the CCTA and Proposer and prior to final execution.

C. PROPOSER QUALIFICATIONS

1. Proposers submitting proposals shall have the following minimum requirements:
 - a) Direct experience operating a public transit system.

- b) The ability to staff the project with qualified, licensed vehicle operators.
- c) The experience and capability to train personnel to carry out the project specifications.
- d) The experience and skill to solve operational problems that may arise during implementation of the project and for the duration of the contract period.
- e) The necessary equipment to complete the project as described in the RFP in a satisfactory manner.
- f) The ability to satisfactorily perform necessary administrative tasks such as financial reports, data collections, reporting, billing, etc.
- g) The financial resources necessary to insure normal business operations.
- h) Demonstrated integrity and record of compliance with public policy.
- i) A familiarity with Michigan Department of Transportation (MDOT) procedures and requirements, including:
 - Quarterly and annual reporting
 - Annual application requirements
 - MDOT's Passenger Transportation Management System
 - Audit procedures
 - Local Advisory Council requirements

2. Documentation of the above qualifications must be submitted with the bid as outlined in Part Three of the RFP.

D. CRITERIA FOR SELECTION

All proposals received shall be subject to an evaluation by a selection committee of Board members appointed by the Chairman of the CCTA. The committee will be charged with making a recommendation to the CCTA on the selection of a Proposer. Evaluation factors 1-7 will be used for all options. Evaluation factor 8 will be calculated separately for Option A and Option B (see Part 4). The following factors, listed in order of importance, will be considered in making the selection:

	Evaluation Factors	Maximum Points		Quality Levels	=	Score
1.	Direct experience operating a rural public transit system with the experience and capability to train personnel to carry out the project specifications.	15	x	_____	=	_____
2.	Capability to staff the project with qualified administrative staff, licensed vehicle operators and maintenance personnel.	15	x	_____	=	_____
3.	Adequacy of financial, managerial and technical resources necessary to meet required service standards.	15	x	_____	=	_____

- | | | | | | | |
|----|---|----|---|-------|---|-------|
| 4. | Demonstrated understanding of State and Federal regulations pertaining to public transit. | 15 | x | _____ | = | _____ |
| 5. | Has the experience and skill to solve operational problems that may arise while operating the transit system. | 10 | x | _____ | = | _____ |
| 6. | Capability to satisfactorily perform necessary administrative tasks such as financial reports, data collections, reporting, billing, etc. | 10 | x | _____ | = | _____ |
| 7. | Adequacy of proposer's response to all other requirements, terms and conditions of this Request for Proposals. | 5 | x | _____ | = | _____ |

Documentation of the above qualifications must be submitted with the proposal as outlined in Part III of this RFP.

- | | | | | | | |
|----|--|----|---|-------|---|-------|
| 8. | The total per hour rate for one vehicle service hour (average of all three per vehicle hour rates submitted for years 1 thru 3). | 15 | x | _____ | = | _____ |
|----|--|----|---|-------|---|-------|

TOTAL POINTS OPTION A _____

TOTAL POINTS OPTION B _____

Quality Levels

Excellent	1.0	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; no offsetting weakness.
Very Good	0.8	Meets all requirements; reflects some enhancements or strengths; few if any offsetting weakness.
Good	0.6	Meets all requirements; strengths and weakness, if any, tend to offset one another equally.
Fair	0.4	May contain significant weakness only partially offset by less pronounced strengths; should meet all minimum requirements but some areas of doubt may exist.
Poor	0.2	Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weakness without offsetting strengths.
Deficient	0.0	Will not meet minimum needs.

Note: A quality level of 1 will be assigned to evaluation factor 8 for the low per service hour bid. The remaining bids will then be assigned a quality level by normalizing them to the lowest bid. The per service hour bid for each of the other proposals will become the denominator of a fraction, and the per service hour bid from the lowest cost proposal shall be the numerator of said fractions. These fractions will be converted to decimal fractions, which shall be multiplied

by the maximum points for that evaluation factor to arrive at the points to be awarded to the proposal for that option.

E. INSURANCE

1. The Proposer shall furnish within fifteen (15) working days of Notice to Proceed, Certificate(s) of Insurance, providing insurance coverage as follows (no transit service shall be provided by the selected vendor prior to providing required certificates of insurance):

- a) Workers Compensation Insurance – Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker’s Compensation Act.
- b) Comprehensive General Liability Insurance – Product and Completed Operations, Contractual and Independent Proposer’s Protective with limits as follows:
 - 1) Bodily Injury \$1,000,000 ea./\$2,000,000 occurrence
 - 2) Property Damage \$1,000,000 occurrence/\$2,000,000 aggregate or Bodily Injury/Property Damage \$1,500,000
- c) Blanket Fidelity Bond – All employees handling cash shall be bonded in the amount of \$10,000.

2. These coverage’s shall protect the Proposer, its employees, agents, representatives, and subProposers against claims arising out of the work performed.

3. Higher limits may be required where the risk and or exposure for the CCTA is deemed to be above the amount recognized in this provision. The CCTA would reimburse actual cost for any required increase of coverage. However, in no event will the limits be interpreted to limit the liability of the Proposer under this contract.

4. The certificate of insurance shall specifically provide that the CCTA and its officers, agents, employees, and representatives are named as additional insured and that the insurance policy cannot be canceled without providing thirty (30) days written notice to the CCTA. The usual words in the cancellation clause of the insurance certificate which state “endeavor to” and “failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be stricken. Failure of the Proposer to provide the certificates of insurance or receipt by the CCTA of a notice of cancellation of the insurance policy(ies) by the Proposer’s insurance company(ies) shall constitute a material breach of contract and the contract may be terminated immediately.

5. All insurers shall be either licensed or authorized to do business in the State of Michigan, by the Michigan State Department of Licensing & Regulation.

6. Comprehensive General Liability Insurance and Motor Vehicle Liability Insurance – The CCTA is a member of the Michigan Transit Pool and shall provide comprehensive general liability insurance and motor vehicle liability insurance to the Proposer for all services performed under an approved contract and for any other services performed by the Proposer at the CCTA’s written request, to the extent coverage is provided under the Memorandum of Liability Coverage for the Michigan Transit Pool – Liability Trust Fund (currently \$2,000,000 with \$3,000,000 supplemental coverage). Payment for such coverage shall be the responsibility of

the County. This coverage will be continued under this self-insurance pool subject to applicable terms and limits. The Proposer will be named as an additional insured, upon approval of the Proposer by the Michigan Transit Pool Board of Directors. If the MTP Board of Directors does not approve the Proposer as an additional insured, the CCTA will not be required to execute a third party operating agreement with the Proposer. Additional insurance to be provided at the Proposer's discretion. The Proposer shall implement all safety programs as may be required by the MTP or supplemental carriers (see Attachment 5).

7. The CCTA shall provide comprehensive and collision coverage for the actual cash value of the CCTA's equipment under terms of the Michigan Transit Pool – Direct Property Damage Trust Fund subject to deductible of \$2,000 per occurrence payable by the Proposer.

8. The Proposer shall agree to indemnify and save harmless the CCTA, the State, the County, the Michigan Department of Transportation, the Federal Transit Administration and all officers, agents, representatives and employees thereof:

- a) From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the CCTA in connection with this Contract, and
- b) From any and all claims for injuries to, or death of, any and all persons, and for loss of or damage to property, from environmental damage, degradation, response and cleanup costs, and from attorney fees and related costs arising out of, under, or by reason of this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnity, its agents or employees.

F. INDEPENDENT PRICE DETERMINATION

1. By submission of a bid, the Proposer certifies, and in the case of a joint bid each party thereto certified as to its own organization, that in connection with the bid:

- a) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or to any competition; and
- b) Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to award directly or indirectly to any proposer or to any competition; and
- c) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2. Each person signing the bid certifies that:

- a) He is the person in the Proposer's organization responsible for the decision as to the prices being offered in the bid and that he has not participated, and will not participate, in any action contrary to A(1), (2), and (3) above; or
- b) He is not the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered in the bid but that he has

been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A(1), (2), and (3) above, and as their agent does hereby so certify; and that he has not participated, and will not participate in any action contrary to A(1), (2), and (3) above.

PART TWO

PROJECT SPECIFICATIONS

A. SCOPE

1. The request for proposal (RFP) provides interested parties with information to enable them to prepare and submit proposals for consideration by the CCTA to meet the need for the operation of a small bus program in Cass County.

B. BACKGROUND

1. Cass County Public Transit is an advance reservation demand response public transportation system operated under Public Act 51 of 1951 as amended. Priority is given to seniors, handicapped and economically disadvantaged individuals in Cass County. The system is funded through a combination of fares, contracted services, and state and federal funds. The CCTA will determine the total budget of the system. As such, the system is limited in terms of one-way trips it can provide. Attachments provide data on existing vehicles, operations data and financial data, for use in the bid preparation process.

2. At the present time the CCTA operates an eleven (11) bus system at approximately 11,500 vehicle hours and carrying approximately 35,000 passengers per year. The system serves individuals throughout Cass County with the exception of the City of Dowagiac, which has its own dial-a-ride system. A private contractor currently operates the CCTA's system with coordination provided by a separate consultant. Service is provided on a contract and non-contract 24-hour demand response basis. Primary agency clients are Woodland Behavioral Health Care, Cass County Council on Aging, Cass County Medical Care Facility and Michigan Works. Operations include limited out of county trips for select purposes only. Following is a summary of nonfinancial operating information for the last five years:

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Vehicle Hours	12,287	11,610	12,126	11,394	11,855
Vehicle Miles	270,328	249,197	255,339	238,969	259,829
Passengers-Regular	3,924	3,428	3,234	2,880	3,781
Passengers-Senior	2,807	2,753	3,305	2,539	2,500
Passengers-w/disabilities	15,537	14,335	15,977	16,196	14,862
Passengers-Senior w/dis.	4,855	4,833	4,273	4,333	4,845
Total Passengers	27,123	25,349	26,789	25,948	25,866
Days Operated	244	241	248	245	249

Dowagiac Dial-A-Ride – CCTA currently contracts with the City of Dowagiac for the operation and maintenance of their transportation service. If this agreement

continues during the duration of this contract (option B), proposer will be required to provide service for these additional hours.

C. OPERATIONS

1. The successful Proposer will be responsible for the daily operation of the vehicles to serve both contract and demand response runs. Overall operation of the system will follow a demand response approach. Currently, the system has contracts which provide approximately 70% of the ridership and which utilize most of the available vehicles in the morning and mid-afternoon peaks.

2. Approximately 9 vehicles (11 vehicles Option B) will be required to operate in this contract mode during peak hours. Individual riders will be scheduled onto these contract vehicles on a “space available and close proximity to route” criteria. During non-peak hours service is reduced to 2-3 vehicles (4-5 vehicles Option B).

D. SCHEDULING/DISPATCHING

1. The successful Proposer will be responsible for the scheduling and dispatching of all vehicles in an efficient and timely manner to ensure pickup and delivery of all passengers. The system shall be operated on a demand response basis with reservation riders being required to call in the day before their scheduled ride. Rides may be accepted on a shorter-term basis if spaces and vehicles are available on a cost-effective basis. The driver shall be provided a printed schedule or manifest at the beginning of each run. This shall include scheduled pick up times. Necessary changes or modifications will be noted by the driver throughout the day to reflect actual operations. Adjustments or information recorded will include additions, deletions, actual pickup and drop-off times, and odometer readings. The printed trip manifests shall be retained for a period of six years after MDOT’s final close out of the fiscal year in which the trips took place and be available to the CCTA, MDOT or their agents within two days of trip completion for review and inspection.

The CCTA is currently under contract with Data Images Software Solutions Ltd. for use of their Flexiroute software which is an online web-based route planning and scheduling program. If the CCTA retains this program the Proposer will be expected to assist in the implementation of any upgrades in this program. The Proposer will be responsible for having their employees trained in using this software. Contact information for Data Images Software Solutions Ltd. is listed below.

Data Images Software Solutions Ltd.
The Innovation Centre
Vienna Court
Kirkleatham Business Park
REDCAR TS10 5SH
01642 777722
geraldine.cocker@dataimages.co.uk

If your firm has experience with other brands of scheduling/routing/dispatching software please identify the name of the software company and your experience with it within your proposal.

If the CCTA chooses to change to a new software program the implementation and training of employees will be a coordinated effort between the CCTA and Proposer.

E. MAINTENANCE

1. The successful Proposer will be responsible for the service and maintenance of all vehicles in compliance with the CCTA's MDOT approved service plan (see Attachment 7). This will include all washing and cleaning, all service as required by the manufacturer and/or State of Michigan specifications, as well as all routine maintenance necessary for the safe, efficient operation of the vehicles. This service can be provided through any combination of in-house and/or subcontracted work at the Proposer's discretion. However, the arrangement proposed must be fully described in the proposal and any subsequent modifications or changes must be approved by the CCTA. The Proposer is responsible for all costs related to routine maintenance and repairs subject to a deductible of \$1,500 per related repair including labor. Any cost in excess of the \$1,500 will be paid by the CCTA.

F. TRIP PAYMENT

2. The Proposer will be responsible for collection and accounting for all trip generated revenues. Individual riders pay by cash or coupon. Contract riders are accounted for and billings issued to the responsible agency on the appropriate (per person or hour) basis. The total number of trips provided by the operator must be equivalent to the total amount of coupons and cash received plus all approved prepaid trips. All cash fares and Proposer payments are to be deposited in the CCTA's bank account on no less than a weekly basis. A transmittal report and copy of the bank deposit slip shall be submitted to the Transportation Coordinator.

G. CONTRACTUAL RESPONSIBILITIES

1. This section identifies responsibilities for which the Proposer will be held accountable. Any use of project information and/or material by Proposer to promote or recommend any transportation service not associated with this project must be approved by the CCTA. The Proposer will provide all equipment, personnel, and management, not provided by the CCTA, necessary to the operation of the Proposer's daily responsibilities.

2. Days and Hours of Service

- a) The transit program operates from 6:00 a.m. to 6:00 p.m., Monday through Friday; however the scheduling office may accept trip requests between 8:00 a.m. until 2:00 p.m. for next day service and until 5:00 p.m. for future days service. The system will not operate on legal holidays, which are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. The CCTA retains the option of closing on additional days.
- b) The Proposer may suspend operations in the event of severe weather, which jeopardizes the safety of passengers or in compliance with the CCTA's policy on inclement weather. All contract agencies and general public shall be advised prior to any decisions to suspend operations.
- c) The CCTA through the Coordinator may suspend operations in the event of a disaster that immobilizes the County or any area therein. In the event of a natural disaster the County of Cass through its Emergency Preparedness Director may request transportation or other services from the system. Proposer should understand that in cases of local or national disaster, Cass County shall have the right to use public vehicles for the public welfare. The use of public vehicles in these

cases will be entirely at the discretion of the CCTA. The use of public vehicles by the County in case of disaster will be at no cost to the Proposer.

3. Personnel

- a) The Proposer shall provide management and staff, which possess the ability to perform contract obligations. Determining daily ridership is difficult, as demand levels are dynamic and subject to outside factors such as weather and contract agency demand. Providing an effective transportation service will require the Proposer to be flexible in terms of system fluctuations from peak to non-peak periods. The Proposer must have the ability to incorporate in a timely fashion any personnel changes, including additions, required for the operation of the project. It is the view of the CCTA that effective operation requires a full time on-site operations manager plus sufficient support staff (dispatching, maintenance, etc.) to effectively operate the system, and is a condition of this bid.
- b) The Proposer will be solely responsible for the satisfactory work performance of its personnel as described within the RFP. The Proposer shall be solely responsible for payment of all employees and/or subProposers' wages and/or benefits, in accordance with the payment schedule established for this project. The Proposer shall comply with the requirements of unemployment insurance, workers compensation, and social security. The Proposer shall hold harmless the CCTA and their respective office, officials, employees, agents and representatives from any liability, damages, claims, cost and expenses of the nature arising from alleged violations of personnel practices. The CCTA shall have the right to demand removal and the Proposer shall remove from the project any personnel furnished by the Proposer for any reasonable cause such as abuse of project vehicles, poor driving, rudeness to passengers, etc.
- c) Upon request the Proposer shall provide to the CCTA, a complete list of any and all vehicle operators involved in project operations. This list must be kept current and shall include complete names, driver license numbers and birth dates of vehicle operators.

Vehicle operators must possess the correct Michigan Driver License with the appropriate endorsements for the type of vehicle they will be required to operate, as well as any other licenses required by applicable Federal, State and local regulations. A national written motor vehicle record (MVR) must be obtained at the time of the driver's hire. At least annually, thereafter, a MVR must be obtained from the Michigan Secretary of State. The MVR must be current (issued within the last 30 days) and available by request to CCTA. A national criminal record must be obtained at the time of a driver's hire. If the driver's status changes in any way they must report to the Proposer. The Proposer shall notify the CCTA and the Michigan Transit Pool within 3 working days if one of the required records obtained indicates the minimum criteria described below were not met.

Drivers who did not meet the following minimum criteria, as shown by his or her MVR, and the record, or according to information obtained by the Proposer from any source, may not drive providing transportation services.

- 1) No more than two (2) moving violations in the last three years;

- 2) No more than one (1) accident (defined as one that is at fault with a ticket issued) in the last three (3) years.
- 3) No violations or convictions in the past seven (7) years for any of the following:
 - Driving under the influence of alcohol or drugs;
 - Driving while impaired;
 - Leaving the scene of an accident; or
 - Reckless driving
- 4) No violations or convictions for any of the following:
 - Negligent homicide;
 - Manslaughter;
 - Any felony;
 - Any rape or criminal sexual conduct offense;
 - Any child abuse or child molestation offense; or
 - Fleeing an officer.

All vehicle operators shall be required to receive specialized training for the performance of project operations. This training will include but not be limited to these items:

- Project Orientation - Orientation to the policy and procedures of the CCTA and overall operation design of the system.
 - State of Michigan Recipient Rights
 - Client needs orientation and sensitivity training from Woodlands Behavioral Health Care
 - Passenger assistance training (“PASS”)
 - Bus operation (including lift operation) and inspection training
 - Defensive driving training
 - Michigan Right to Know Law
 - OSHA Blood Borne Pathogens Act
 - Accident/Injury/incident procedures and reporting
 - Substance abuse prevention
 - CPR training (should be taken when it is made available)
 - Title VI
- d) The Proposer will provide documented evidence that all vehicle operators have received necessary training. All vehicle operators will receive retraining on an annual basis. New vehicle operators must receive training prior to independently operating a vehicle. The Proposer may shut the system down one day per year for annual training.
 - e) The maximum number of vehicle operators available to project operations is to be determined by the Proposer. The Proposer must be responsible to changing personnel requirements, as the number of vehicle operators necessary for the project operations may increase or decrease during the contract period.
 - f) The Proposer shall have an employment policy equal to or stricter than the CCTA Employment Policy on Alcohol and Drug Use as outlined in Attachment 6.

4. Vehicles

- a) The CCTA will make public vehicles available for the performance of operations.
- b) The CCTA shall have the right to inspect or to have inspected any vehicle and reject temporarily or permanently by notice to the Proposer, any vehicle (public or private) the Proposer proposes to use or subsequently utilized which the CCTA deems unacceptable. The CCTA may inspect vehicles for safety, cleanliness, appearance, and passenger comfort.
- c) All vehicles used for project operations must receive a daily pre-trip inspection prior to being placed into service. A record of all vehicle inspections shall be kept by the Proposer and be provided to the CCTA upon request.
- d) The Proposer is also responsible for ensuring the vehicle's appearance. Vehicles must be kept in a clean and safe condition. This includes exterior washing at least every three on road days, with vehicles swept or vacuumed daily to remove all dirt and debris.
- e) The CCTA will inspect project vehicles on a periodic basis. MDOT will also require a semi-annual safety maintenance inspection for all vehicles. Results of all semi-annual safety maintenance vehicle inspections must be available to the CCTA upon request.
- f) The CCTA is solely responsible for the exterior design of all public vehicles. This included color, lettering, logos, signs and advertisements.
- g) All vehicles will have communications equipment on board, which enables immediate two-way communication between the driver and dispatch office. Said equipment to be provided by the CCTA and routine maintenance provided by the Proposer.
- h) All public vehicles must be returned to the CCTA in good working condition at the conclusion of project operations. All returned vehicles shall have passed safety inspection within thirty (30) days prior to return.

5. Fuel Cost

- a) The Proposer shall include, on a monthly basis, a separate identified cost for all fuel (see Part Four, Quote Sheet).

6. Vehicle Insurance

- a) The Proposer shall carry and maintain for the period of the contract as a minimum, the insurance identified in Part One, Section E, and further be responsible for all

- b) deductibles on said policies. The CCTA will provide only the specific coverage identified in this bid.

7. Record Keeping

- a) The Proposer shall, at all times during the contract period, keep or cause to be kept, true and complete books, records and accounts of all financial transactions in the operation of the project. Records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, charge slips or other pertinent information. The CCTA shall, through its duly authorized agents or representatives, have the right to examine and audit said book of accounts and records at any and all reasonable times for the purpose of determining the accuracy thereof, and the statements of trips made and coupons received.
- b) All project records shall be kept for a minimum of three years after MDOT's final closeout of the fiscal year of the contract.

8. Reporting Requirements

- a) The Proposer's records to the CCTA shall provide documentation of the daily operation accomplishments and will serve as a database to monitor and evaluate the productivity of the Transportation Service Plan. These reports must be available to the CCTA for review and audit upon request.
- b) All reports shall include, but are not limited to, vehicle identification, total passenger counts, actual vehicle arrival time and vehicle odometer at pickup point and destination point, payment method and type of passenger, total vehicle hours, total vehicle miles, and trip execution. The format to be used for these reports will be established by the CCTA. These shall include daily and monthly totals with source data retained by the Proposer and available from the Proposer.
- c) In addition to data reports, the Proposer shall be responsible for submitting to the CCTA a monthly narrative report which identifies concerns and/or problems experienced by the Proposer, i.e. vehicle condition, traffic problems, passenger concerns, vehicle accidents, etc.

9. Performance Standards

- a) The Proposer will be responsible for project management according to specific operating and personnel standards. These include:
 - 1) The vehicles shall be operated in accordance with applicable laws of the State of Michigan and local ordinances with due regard for the safety, comfort and convenience of passengers and the general public.
 - 2) Service shall be provided as scheduled. The Proposer shall not be held responsible for the failure to provide on-time service due to poor weather, unusual traffic conditions and unavoidable vehicle malfunctions. The following standards establish service expectations:
 - 3) Passenger pickup times should be no later than seven minutes after the scheduled pickup time.

- 4) Vehicle operators should wait for the passenger, three minutes ambulatory and five-minutes non-ambulatory, after notifying the passenger of vehicle arrival (or having made reasonable attempts to notify the passenger). If the vehicle arrives later than the scheduled pickup time the driver must still wait as prescribed above, after notifying the passenger of the vehicle arrival. If the vehicle arrives earlier than the scheduled pickup time the driver must wait the prescribed time after the scheduled pickup time.
 - 5) Passengers must be delivered to the trip destination no later than fifteen minutes after scheduled arrival time and ninety percent (90%) of all rides must be completed within five minutes of the scheduled time.
 - 6) Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service.
 - 7) All passenger complaints and/or operational problems must be fully investigated, documented and reported to the Coordinator within one working day of receipt of complaint.
10. Lost and Found
- a) Items found on a vehicle used in the provision of operations are to be turned in to the Proposer at the end of the work shift. Items, if not perishable, shall be retained for thirty (30) days so those passengers have an opportunity to claim them. After the 30-day period, retrieved items shall be disposed of in an appropriate manner.
11. Communications and Meetings
- a) The Proposer shall attend monthly CCTA board meetings. The Proposer shall be available to meet with the coordinator as needed. Further the Proposer shall meet with contract agency representatives as requested.
12. Communication
- a) The Proposer shall work with the Transportation Coordinator to resolve issues involving contractual matters. If a problem cannot be resolved at this level, the Proposer may request a meeting with the CCTA Chairman.
13. Transit Meetings
- a) The Proposer shall attend all transit related meetings as requested by the Transportation Coordinator.
14. Audit and Inspection of Records
- a) The Proposer shall permit authorized representatives of the CCTA, the U. S. Department of Transportation, the Comptroller General of the United States and representatives of the Michigan Department of Transportation to inspect and audit all data and records of the Proposer, relating to his/her performance under the contract, until MDOT's final closeout of the fiscal year of the contract.

- b) The Proposer further agrees to include in all his/her subcontracts hereunder a provision to the effect that the subProposer agrees that the CCTA, the Department of Transportation, the Comptroller General of the United States, the Michigan Department of Transportation or any of their duly authorized representatives shall, until three years following MDOT's final closeout of the fiscal year of the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Proposer, involving transactions related to the subProposer.

15. Accident Prevention

- a) The Proposer shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to person or property either on or off the site, which occur as a result of his fault or negligence in connection with the performance of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Proposer shall take or cause to be taken such additional safety and health measures as the CCTA, Michigan Transit Insurance Pool (see Attachment 5) or other supplemental insurance provider may determine to be reasonably necessary.

16. Environmental Protection

- a) The Proposers and suppliers shall assure to the CCTA that the governing air pollution and environmental protection criteria will be met. Evidence and related documents will be retained by the Proposer for on-site examination by MDOT.

17. Office and Maintenance Facilities

- b) The CCTA currently owns an office/maintenance facility in the Village of Cassopolis. This facility is provided for the Proposers use.
- c) At its expense, the CCTA shall maintain in good condition the structure of the building, including the roof, foundation, load-bearing and exterior walls (including windows, window glass, plate glass, doors and overhead doors), and shall also maintain the heating, ventilating and air conditioning systems serving the premises.
- d) At its expense, the Proposer shall maintain the parking lots, all drives, including the access drive (except for sealing and striping), and sidewalks around the premises, including all snowplowing and maintenance of grounds.
- e) The CCTA shall accomplish all maintenance as soon as practicable; provided, however, that the Proposer perform the maintenance immediately if a hazardous or emergency situation exists.
- f) The Proposer shall be responsible for maintaining in good condition at its expense the interior of the premises and shall perform any and all necessary repairs and maintenance).
- g) The Transportation Coordinator shall monitor the maintenance practices of the Proposer and the Proposer's compliance with the CCTA Facility Maintenance Plan.

18. Equipment

- a) All equipment (excluding vehicles) provided by the CCTA shall be used appropriately and routinely maintained by the Proposer. Repairs to equipment provided by the CCTA shall be paid for by the CCTA subject to a deductible of \$500 per piece of equipment repaired payable by the Proposer.

PART THREE

INFORMATION REQUIRED FROM PROPOSER

Bids must be submitted in the format outlined below.

A. BUSINESS ORGANIZATION

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work hereunder. Indicate whether you operate as an individual, partnership or corporation; if as a corporation, include the state in which you are incorporated. If appropriate, state whether you are licensed to operate in the State of Michigan.

B. BACKGROUND INFORMATION

1. The following background information on the individual, partnership or corporation submitting a proposal must be supplied.

- a) Three years of audited financial statements. Proposer with unaudited statements or fewer than three (3) years records shall submit the best documentation available with explanation.
- b) Full disclosure of any and all past, pending or in progress litigation and suits along with analysis of the potential financial impact from loss of all cases.
- c) Full disclosure of all Civil Rights, Title VI or other civil and/or criminal proceedings filed against Proposer.

C. STAFFING

1. Identify key individuals by name and title that will be employed in the work under this bid. Include resumes for the proposed project key personnel, and organizational chart outlining all positions and the estimated time (hours) required weekly for each.

D. WAGE & BENEFIT STRUCTURE

1. Include copies of proposed driver and other hourly personnel wage schedules, fringe benefits package and personnel policies. Indicate policy for retention of existing employees if any.

E. PRIOR EXPERIENCE & PROPOSER QUALIFICATIONS

1. Proposals submitted should include, in this section, descriptions of qualifying experience to include project descriptions, cost and related information of similar projects that have been successfully operated.

2. The name, address, and phone number of the responsible official of the Proposer's organization who may be contacted with questions about your RFP.

3. Documentation of qualifications outlined in Part One, Section C.

F. AUTHORIZED NEGOTIATORS

1. Include the names, phone numbers and e-mail addresses of personnel from your organization authorized to negotiate a contract with the CCTA if your company is the selected vendor.

G. INDEPENDENT PRICE DETERMINATION

1. Include a statement substantially as follows: "This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled 'Independent Price Determination' in Part One, paragraph F."

H. PROJECT STARTUP

1. Certify the ability to start operations on October 1, 2014. Provide a technical work plan which outlines the steps for smooth transition of operations from the current vendor to your firm in a timely manner.

I. PRICE PROPOSAL

1. A separate price proposal is provided as Part Four. This sheet must be completed and submitted as part of the proposal package.

J. ADDITIONAL INFORMATION AND COMMENTS

1. Include any other information that is believed to be pertinent but not specifically asked for elsewhere such as innovative ideas.

PART FOUR

PRICE PROPOSAL

The undersigned, having familiarized themselves with local conditions affecting the cost of the proposed operations and the contract documents, hereby propose to perform all services and work herein required to be performed and to provide and furnish labor, maintenance and supervision to perform the transit system operation for the CCTA for the price hereinafter set forth:

OPTION A – Option A includes managing, operating and servicing only the Cass County Transportation Authority vehicles. It is anticipated that there would be 12,500 (± 500) vehicle hours of service required on an annual basis.

Year one per vehicle service hour rate \$ _____.

Year two per vehicle service hour rate \$ _____.

Year three per vehicle service hour rate \$ _____.

OPTION B - Option B includes managing, operating and servicing both the Cass County Transportation Authority vehicles and the Dowagiac Dial-A-Ride vehicles. It is anticipated that there would be 17,000 (± 500) vehicle hours of service required on an annual basis.

Year one per vehicle service hour rate \$ _____.

Year two per vehicle service hour rate \$ _____.

Year three per vehicle service hour rate \$ _____.

The **vehicle service hour*** should include all costs that will be related to the operation of one vehicle for one hour. This will include, at minimum, the driver wages and fringe benefits, the cost for scheduling and dispatching, the cost of maintenance, supplies, and materials for maintaining vehicles, general maintenance of the operations facility including utilities, the cost of the system management for day-to-day operation: include company's overhead, contingency and profit. The Proposer will be reimbursed by the CCTA for all fuel costs related to the operation of the transit system. The CCTA shall make the final determination on where fuel will be obtained.

A separate percentage breakdown of the hourly cost (an explanation of the basis for each) must be submitted for each service type specified.

	<u>OPTION A</u>	<u>OPTION B</u>
Administration	_____ %	_____ %
Operations	_____ %	_____ %
Maintenance	_____ %	_____ %

Scheduling & Dispatch	_____%	_____%
TOTAL (Not to Exceed 100%)	_____%	_____%

** Vehicle service hour - One driver hour of service to the public verifiable from time sheets or cards and vehicle manifests/driver logs. It shall not include lunch times, break times, maintenance or vehicle servicing hours, or other non-direct passenger service time. A service hour shall be restricted to the actual reasonable time necessary to get from one pick-up or drop-off to the next. It shall not include "available for service" time for which no passengers are scheduled.*

If the CCTA decides to extend the contract beyond three, describe below the proposed method that your firm will use for determining costs for years four and five (attach additional page if necessary).

The undersigned Proposer understands that the proposed system operation is subject to modifications by the CCTA and offers to carry out the operation at the prices stated in the above schedule.

In submitting this proposal, it is understood that the right is reserved by the CCTA to reject any or all proposals and to award to other than the lowest proposal price.

Proposal Submitted by:

Company/Address: _____

Telephone: _____

e-mail: _____

Signature & Date: _____

Title: _____

PART FIVE

CCTA SERVICE PLAN AND PROTOCOL

A. SERVICE PLAN

1. The CCTA plans to continue to operate the County advance registration demand response public transportation program by using a private-for-profit operator. It will be the Contractor's responsibility to provide countywide curb-to-curb transportation service along the following guidelines:

- a) Continue providing round-trip transportation from all points within the county for all contract clients.
- b) Provide, where applicable and approved, transportation to and from out-county points and origins/destinations within Cass County and the City of Dowagiac.
- c) Provide the needed transportation for other essential services and the general public throughout Cass County with vehicles provided by the CCTA, within the general guideline, policy and budget established by the CCTA. Said equipment will include small buses, medium buses and vans as listed in Attachment 1. The Proposer will be consulted on future replacement equipment as funding becomes available.
- d) Maintain the CCTA's office, maintenance and dispatch center in Cassopolis which will provide for the orderly daily operation of the system. Said center to be manned by a full-time operations manager, staff and dispatchers sufficient to cover all service hours.
- e) The Contractor is to provide the County Transportation Coordinator with separate monthly operation summary reports, indicating revenues, fares, vehicle hours and miles, and total passengers by category.
- f) The Contractor will market and expand the system to increase public awareness and ridership as directed by the CCTA.

B. SERVICE AREA

1. County of Cass, exclusive of point to point service in the area served by the City of Dowagiac. *(Option B adds point to point service in the City of Dowagiac.)*

C. SERVICE OPERATIONS

1. Eleven (11) vehicles per Attachment 1, as amended from time to time. *(Option B adds three (3) vehicles per Attachment 1)*

2. The system operates a 24-hour (day before) advance reservation and scheduling service during the hours of 6 a.m. to 2 p.m. for next day service and until 5 p.m. for future days service. Service is open to all individuals in Cass County with contract priority service given to Woodlands Behavioral Health Care, Cass County Probate Court, Cass County Council on Aging and other contract client. *(Option B the City of Dowagiac DAR service is a demand response service that takes reservations throughout the day for both same day and future service.)*

D. SERVICE HOURS

1. Monday through Friday - 6 a.m. to 6 p.m. with the exception of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Weekend service is available on a contracted basis. *(Option B Dowagiac DAR operates two buses Monday through Friday – 8:30 a.m. to 5:00 p.m.)*

E. FARE STRUCTURE

Fares are set annually by the CCTA. As of January 1, 2019 they are as follows:

	<u>Under 5 miles</u>	<u>Over 5 miles</u>
Regular	\$3.50	\$5.50
Senior Citizens	1.75	2.75
Person w/Disability	1.75	2.75
Children (under 12 years)	Half fare when accompanied by an adult.	

Subscription service at the rate of \$35.00 in-county and \$39.50 out-of-county per vehicle hour.

(Option B. Dowagiac DAR fare are set by the Dowagiac City Council.)

F. SERVICE PARAMETERS

1. The CCTA strives to provide the maximum level of service possible with the available equipment and funding resources. Overall service in the county is constrained by the total hours of operation which will be set by the annual contract. Out-of-county service is authorized based on funding availability and need. It is anticipated the FY 2020 service level will involve 12,500 ± 1,000 hours of service and encourages the operator to maintain an overall in-county average of 2.5 rides per hour. *(Option B will add an additional 4,500 ± 500 vehicle hours of service.)*

G. FUNDING

1. The CCTA operates through a combination of Federal Section 5311, Michigan Comprehensive Transportation Fund Operating Assistance, local fare box fees, and other sources as may be available and authorized. *(Option B – Dowagiac DAR operates through a combination of Federal Section 5311, Michigan Comprehensive Transportation Fund Operating Assistance, local fare box fees and a city transit millage.)*

H. PERFORMANCE

1. Ninety percent (90%) of all scheduled passengers are to be picked up and dropped off within 5 minutes of their schedules time, under normal operating conditions. Absolutely no excessive speed, dangerous or improper operation of the vehicle shall occur in a effort to meet the on time requirements of this operation design. Service times will be recorded

on a computer generated daily schedule or manifest for each vehicle and run with scheduled times and actual run time recorded for each passenger.

2. Drivers will wait a minimum of three minutes for a passenger to board the bus after the driver has made a reasonable attempt to notify the passenger of the bus arrival. This minimum wait time is to be increased in the case of special circumstances such as a passenger with disabilities.

3. All complaints from the public are to be documented in writing and reported to the CCTA's Transportation Coordinator immediately. The Proposer will provide the CCTA with a written response to the complaint which addresses the basis for the complaint, whether the complaint is justified and the steps to be taken to avoid similar situations in the future. The Transportation Coordinator and Operations Manager will determine what follow-up is appropriate with the person making the complaint. If additional action is necessary the issue and/or complainant will be referred to the CCTA.

4. All accidents are to be reported to the CCTA's Transportation Coordinator immediately, with a written report including a statement from each staff person involved in the incident and follow-up within 24 hours of the incident. The Contractor will follow with a full report on the cause of the accident, what could have been done to prevent it and what corrective action has been implemented as a result of same.

5. All vehicles will be cleaned inside daily and washed at least once every third running day. Additional cleaning will occur when required by excessive dirt or use.

SAMPLE/DRAFT

THIRD PARTY OPERATIONS CONTRACT – Note * This contract may be modified based on the selection of OPTION A, OPTION B or OPTION C.

THIS OPERATIONS CONTRACT, made this ____ day of _____ 2019, by and between the Cass County Transportation Authority, a public body corporate, hereinafter called the "CCTA" and _____, hereinafter called the "Contractor".

WITNESSED:

WHEREAS, the CCTA desires to have the Contractor operate a transportation system with financial assistance provided by Act No. 51 of the Public Acts of 1951, as amended; and

WHEREAS, Contractor desires to contract with the CCTA for the operation of the transportation system.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Contractor and the CCTA agree as follows:

I. THE CONTRACTOR SHALL:

A. Staffing

Employ sufficient drivers to operate up to eleven (11) vehicles to be used in the Cass County public transportation system. The Contractor will further employ a manager, and sufficient dispatchers and other personnel to operate and maintain the system. "Sufficient" shall be construed to mean that number determined in the operation design as established, and periodically modified, by the Contractor and approved by the CCTA. The Contractor will hire said drivers and dispatchers and will establish their rates of compensation and other terms and conditions of employment and said drivers and dispatcher will be employees of the Contractor and not of the CCTA provided, however, that the CCTA reserves the right to review, through the CCTA or its Coordinator or his/her agent, the qualifications of said employees and to request the CCTA that the Contractor reject the services of any such person if, in the judgement of the CCTA's Coordinator said employee is not sufficiently qualified; provided further, that the CCTA reserves the right to require the Contractor remove from the system service any employee whose actions on the job are, in the judgement of the CCTA, detrimental to the operation of the system. The Contractor shall carry Worker's Compensation Insurance on said drivers and dispatchers and shall do all things legally required of it as the employer of said drivers and dispatchers, and will, upon request by the CCTA furnish to the CCTA forthwith proof that the Contractor obligations under this section are being met.

B. Supervision

Provide supervision of drivers and dispatchers, including work schedules, subject to review by the CCTA.

Provide all general supervision, clerical and administrative work necessary to provide continuity for the performance of this contract and the operation of the system, including financial reporting, recording of data, preparation of reports, handling of system revenues and other such work related to the system.

C. Training

Require said drivers and dispatchers to undergo initial training and continuing training, according to a program outlined by the Michigan Department of Transportation. Such drivers and dispatchers shall be and remain employees of the Contractor at all time during such training. Documentation of training shall be maintained by the Contractor. Said training program shall include the following:

1. Project Orientation - Orientation to the policy and procedures of the CCTA and overall operation design of the system.
2. State of Michigan Recipient Rights
3. Client needs orientation and sensitivity training Woodlands Behavioral Health Care
4. Passenger assistance training
5. Bus operation (including lift operation) and inspection training
6. Defensive driving training
7. Michigan Right to Know Law
8. OSHA Blood Borne Pathogens Act
9. Accident/Injury/incident procedures and reporting
10. Drug use prevention program
11. CPR training
12. Title VI

D. Service Animals

Instruct all employees that service animals shall be allowed to accompany individuals with disabilities in Authority vehicles and facilities.

E. Designated Stops

Instruct all employees that operate vehicles under this Agreement that they shall not refuse to permit a passenger who uses a lift to enter or disembark from a vehicle at any designated stop, unless the lift cannot be deployed, the lift will be damaged if it is deployed, or temporary conditions at the stop, not under control of the Contractor, preclude the safe use of the stop by all passengers.

F. Respirator/Oxygen Supply

Instruct all employees that operate vehicles under this Agreement that they shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.

G. Lift Use

Instruct all employees on the following requirements for lift and securement use:

1. All common wheelchairs and their users shall be transported in the CCTA's vehicles. The Contractor's employees are not required to permit wheelchairs to ride in places other than designated securement locations in the vehicles.
2. The Contractor's employee shall use the securement system provided by the CCTA in a particular vehicle to ensure that the wheelchair remains in the designated securement area. The Contractor's employee may require that an individual permit his or her wheelchair to be secured.
3. The Contractor's employee may not deny transportation to a wheelchair or its user on the grounds that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.
4. The Contractor's employee may recommend to a user of a wheelchair that the individual transfer to a seat. The Contractor's employee may not require the individual to transfer.
5. The Contractor's employee shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the employee to leave their seat to provide this assistance, they shall do so.
6. The Contractor's employee shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle.

H. Materials and Supplies

Purchase necessary supplies related to the dispatching under the Contractor's system including forms used for necessary records of operations and fares. Types and quantities of forms, and form design and layout, will be a level sufficient for accurate, easily documented, daily, monthly, quarterly and yearly operations, subject to review and approval by the CCTA.

I. Vehicle Maintenance

Provide routine maintenance for the system's vehicles and radio equipment. Provide all cleaning, operating and maintenance supplies for the system vehicles, including a daily checking of vehicle condition and cleaning each day. Operating supplies shall include, but shall not be limited to oil, antifreeze, transmission oil, grease, spark plugs, coil condensers, and all other miscellaneous supplies and fluids required in vehicle operation. Maintenance shall include all routine vehicle maintenance and repair and shall be carried out in conformance with the MDOT approved Cass County Transportation Authority Vehicle Maintenance Plan. Maintenance shall be carried out pursuant to specifications for such equipment from the manufacturer, MDOT, or the American Transit Association, with the exception of items covered by insurance or vehicle warranty.

The Contractor is responsible for all costs related to routine maintenance and repairs subject to a deductible of \$1,500 per related repair including labor. Any cost in excess of the \$1,500 will be paid by the CCTA.

J. Inspections

All vehicles used for project operations must receive a daily pre-trip inspection prior to being placed into service. A record of all inspections of vehicles shall be kept by the Contractor and provided to the CCTA upon request.

The CCTA shall have the right to inspect or to have inspected any vehicle and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor proposes to use which the CCTA deems unacceptable. The CCTA may inspect vehicles for safety, cleanliness, appearance and passenger comfort.

The CCTA requires the Contractor to do a safety and maintenance inspection at least every six months for all vehicles in compliance with the approved vehicle maintenance plan. The results of all vehicle inspections shall be made available to the CCTA upon request.

K. Insurance

Provide within fifteen (15) days of contract execution or annual renewal, certificates of insurance as follows:

1. Worker's Compensation - Covering all employees to the full statutory limitations as stated in the Michigan Worker's Compensation Act; and shall provide a Certificate of Insurance annually as evidence of this coverage.
2. General Liability - The Contractor shall provide general liability insurance in the minimum amount of one million dollars (\$1,000,000) for the purpose of insuring against any liability to persons or property incurred by the CCTA, resulting from negligence or intentional wrong doing of any officer or employee of the Contractor. The Contractor shall further save, indemnify, and hold the CCTA harmless for the reasonable cost of defense including attorney fees accrued by the CCTA as the result of such action. The CCTA and its agents and employees shall be named as additional insured on the Contractor's liability insurance policy and the Contractor shall provide a Certificate of Insurance annually as evidence of this coverage.
3. Higher limits may be required where the risk and/or exposure for the CCTA is deemed to be above the amount recognized in this provision.
4. In no event will the limits be interpreted to limit the liability of the Contractor under this contract.
5. All insurers shall be either licensed or authorized to do business in the State of Michigan.

6. These coverage's shall protect the Contractor, its employees, agents, representatives, and subContractes against claims arising out of the work performed.
7. Blanket Fidelity Bond – All employees handling cash shall be bonded in the amount of \$10,000.

Insurance Certificates indicating the above, shall be submitted within fifteen (15) working days of contract execution, or annual renewal.

The CCTA, its agents and employees, shall be included as additionally insured with respect to all liability policies herein.

A thirty (30) day cancellation clause with notice to the CCTA shall be included in all policies; words modifying the cancellation clause such as "endeavor to" provide notice will be unacceptable and must be stricken.

L. Operation Design

Operate the system according to an operations design (plan and protocol) approved by the CCTA, which will include specific service hours, service area boundaries, a fare structure, and radio procedures, number of vehicles, funding, maintenance, and other items it is mutually agreed should be identified and described therein. Upon approval of the operations design, or amendment there to, it shall become a part this agreement.

M. Operations Facility and Equipment

- a) Maintain the office, dispatch area, restrooms and garage facility provided by the CCTA for the system's operation in a clean and safe manner. All equipment (excluding vehicles) provided by the CCTA shall be used appropriately and routinely maintained by the Proposer. Repairs to equipment provided by the CCTA shall be paid for by the CCTA subject to a deductible of \$500 per piece of equipment repaired payable by the Proposer.

N. Utilities

Provide heat, light, electrical power for the operations/maintenance facility provided by the CCTA.

O. Receipts

Deposit at a minimum weekly all system revenues in a separate fund to be established by the CCTA.

P. Record Keeping, Reporting and Review

Maintain daily, monthly, quarterly and annual summaries of service, including origination to destination sheets and amounts of fares received, and will furnish

other reports of maintenance and operations as requested by the CCTA, and/or required by the Michigan Department of Transportation.

At all times the Contractor shall permit an authorized representative of the CCTA and/or the Department of Transportation or representatives thereof, access to and review of records pertaining to the Contractor's activities under this Agreement during the CCTA's and MDOT's normal business hours. Refusal to allow the CCTA or its representatives, access to said records shall constitute a material breach of this Agreement and be grounds for the immediate termination of the same.

All project records shall be maintained for a period of not less than three (3) years after final payment under this Agreement, except all financial project records which shall be kept for a minimum of six (6) years after completion of this Agreement. Records relating to any audit, appeal, litigation, or the settlement of claims arising under or relating to this Agreement which are initiated before the expiration of the (3) or (6) year period referenced above shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Q. Equal Employment Opportunity

In connection with the performance of work under this contract, the Contractor agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts:, as set forth in Attachment 3, and made a part hereof by reference. The Contractor further covenants that it will comply with the Civil Rights Act of 1964,) being P. L. 8-352, 78 Stat. 241 as amended, being Title 42. U.S.C. Sections 1971, 1975a-1975d and 2000-2000h6), as well as P. A. 453, 1976 of the State of Michigan, and shall require a similar covenant on the part of any Contractor or sub- Contractor employed in the performance of this contract.

The Contractor or its sub-Contractors agrees to ensure that DBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. .

The Contractor shall document all EEO, Title VI and DBE efforts and provide documentation and reports of same as required.

R. Hold Harmless

The Contractor shall indemnify, defend and save harmless the CCTA, the Michigan Department of Transportation, and all of their agents, employees, boards, commissions, divisions from and against any and all claims, losses, or liability resulting from the negligence or intentional wrongdoing of any officers, agents, servant or employee of the Contractor in performing obligations under the contract. Each party to the contract agrees that any bond or insurance protection required by the contract or otherwise provided shall in no way limit the terms of the indemnification provision. In case of any action or proceeding brought against the CCTA the Contractor covenants to defend such action or

proceeding by counsel that is satisfactory to the CCTA. The Contractor also agrees to reimburse the CCTA for costs incurred for repair or replacement for dispatching and other equipment and facilities furnished by the CCTA resulting from use by the Contractor or its employees for purposes unrelated to the system. The Contractor further agrees that any such use is to be made only with prior express written permission of the CCTA.

S. Compliance with Local Laws

Keep itself informed of and at all times, comply with all local, state and federal laws, rules and regulations, applicable to this contract, and the work to be done hereunder.

T. Non Assignment

Not assign any of its rights or duties under this contract without the express written consent of the CCTA.

U. Advertising

Provide advertising and promotion for the system as authorized and directed by the CCTA.

II. THE CCTA SHALL:

A. Vehicle, O&M Facility and Radios

Supply licensed and registered vehicles, radios and radio dispatching equipment to be used in the Contractor's operations, as defined in all Contracts and subsequent amendments between the CCTA and the Michigan Department of Transportation, retain title to vehicles and other related equipment after said title is received. Provide an operations/maintenance facility for the Contractor.

B. Supervision and Inspection

Provide general supervision of the system and its operation, and may provide competent periodic inspection of the general condition of the vehicles and CCTA owned operations facility.

C. Operations Design

Review and approve the operating design including, but not necessarily limited to, hours, numbers of vehicles, list of parts and items to be retained in inventory, and master copies of standard forms for daily, monthly, quarterly and yearly recordings of vehicle use and maintenance.

Review compliance with standards, as set forth by the Department of Transportation, for preventive maintenance of vehicles, lists of parts and items to be retained in inventory, and master copies of standard forms for daily, monthly quarterly and yearly recordings of vehicle use and maintenance.

D. Compensation

Pay the Contractor at the rate of _____ for the first twelve (12) months, _____ for the second twelve (12) months and _____ for the third twelve (12) months of the thirty-six (36) month contract period. These rates shall be inclusive of all eligible costs as established by the contract between the Contractor and the CCTA. Maximum payment under this contract shall not exceed _____ the first year, _____ the second year and _____ the third year. Payment shall be made monthly upon receipt of the Contractor's billing statement and approval by the CCTA. All questions shall be resolved within fifteen (15) working days of receipt of billing. Disputes which cannot be resolved by the Contractor and the Transportation Coordinator shall be resolved by the CCTA.

The CCTA comes under the provisions of a State statute which requires CCTA approval before invoices are paid. There is a delay of up to twenty-one (21) days between invoice receipt and invoice payment. Based on timely submission, bills are normally paid within fourteen (14) days.

Any Contractor requested change in the per vehicle hour rate, due to a significant change in service by the CCTA, shall be negotiated and approved by the CCTA. The change cannot constitute a cardinal change and the change must be submitted for MDOT approval.

E. Vehicle Insurance

Subject to the approval of the Contractor by the Michigan Transit Pool, the CCTA shall provide comprehensive general liability insurance and automobile liability to the Contractor for all services performed under this contract and for any other services performed by the Contractor at the CCTA's written request, to the extent coverage is provided under the Memorandum of Liability Coverage for Michigan Transit Pool, the CCTA's supplemental automobile liability insurance and the CCTA's general liability policy.

Comprehensive and collision coverage for the actual cash value of the CCTA's equipment shall be provided by the CCTA under terms of the Michigan Transit Pool – Direct Property Damage Trust Fund subject to deductible of \$2,000 per occurrence payable by the CONTRACTER.

The Contractor shall implement all safety programs as may be required by the MTP or supplemental carriers.

F. Federal Contract Clauses

The Contractor agrees to comply with the requirements outlined in Attachment 4 , attached hereto, the Michigan Department of Transportation 3167 (08/18) OPERATIONS AND MANAGEMENT More Than \$150,000.

III. IT IS FURTHER AGREED:

A. Definitions

The following words shall be defined in the manner listed for purposes of this contract.

1. Hourly Rate: Consists of general administration, maintenance, operation of the buses, lubricants, parts and facility costs associated with the production of one (1) service hour of operation. The cost of one service hour of operation as quoted in the Contractor's bid and made a part of this contract is the hourly rate.
2. Vehicle Service Hour: One driver hour of service to the public verifiable from time sheet or cards and vehicle manifest/driver logs. It shall not include lunch times, break times, maintenance or vehicle servicing hours, or other non-direct passenger service time. A service hour shall be restricted to the actual reasonable time necessary to get from one pick-up or drop-off to the next. It shall not include "available for service" time for which no passengers are scheduled. Vehicle service hours shall be verifiable from vehicle manifest, time cards and other Contractor documents.

B. Conflict of Interest

No member of or delegate to the Congress of the United States or the Legislature of the State of Michigan shall be admitted to any share or part of this contract or to any benefits arising therefrom.

No member, officer, or employee of the CCTA during his/her tenure or for one-year (1) year after, shall have any personal interest, direct or indirect, in this contract or the proceeds thereof.

C. Contract Terms and Conditions

This contract is in effect for a thirty-six month (36) period starting October 1, 2014. The CCTA retains the option of extending the contract two (2) additional one (1) year periods with concurrence of the Contractor. Extensions of a month-to-month nature, not to exceed six (6) months, may be made with the concurrence of both parties.

All terms and conditions included in the prime contract between MDOT and the CCTA are incorporated in this subcontract.

In the event of a conflict between the terms and conditions of the subcontract and those of the prime contract, the terms and conditions of the prime contract shall prevail.

The AUTOHORITY reserves the right-to-cancel this contract, with cause, upon ninety (90) days written notice. The Contractor may also cancel with cause this contract upon ninety (90) days written notice.

The CONTRACTOR agrees that the costs reported to the CCTA for this contract will represent only those items that are properly chargeable in accordance with this contract. The CONTRACTOR also certifies that is has read the contract terms has made itself aware of the applicable laws, regulations, and terms of this

contract that apply to the reporting of costs incurred under the terms of this contract.

D. Interpretation

The Contractor recognizes that the CCTA has certain obligations with the Department of Transportation providing for system services in the county regarding reports, form, audits, etc. The Contractor further recognizes that the CCTA has contracted with the Department of Transportation to perform various functions and meet certain responsibilities concerning the system which are under contract with the Department of Transportation. The Contractor agrees that this contract between itself and the CCTA shall be construed in light of the contract between the CCTA and the Department of Transportation, in order to accomplish the objectives of those required by the Department of Transportation, and the CCTA.

The provisions of this contract shall bind and insure to the benefit of the successors and parties hereto, but may be assigned or subcontracted only with the approval of the CCTA and of the Michigan Department of Transportation.

If any provision of this contract is held to be invalid, the remainder of this contract shall not be affected thereby.

In the event of a conflict between the terms and conditions of this subcontract and those of the prime agreement, the terms and conditions of the prime agreement shall prevail.

All terms and conditions included in the prime contract are incorporated in the subcontract.

THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED:

SAMPLE/DRAFT

CONTRACTOR

DATE

CASS COUNTY TRANSPORTATION AUTHORITY

DATE

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220, of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all sub-contracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each

subcontractor as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every sub-contract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission; all sub-contracts and purchase orders will also state that said provisions will be binding upon each sub-contractor or supplier..

Revised June 2011

Clear Form

Attachment number or letter

Michigan Department of Transportation 3167 (08/18)

OPERATIONS AND MANAGEMENT MORE THAN \$150,000

Page 1 of 13

LOBBYING

Applicability – construction/architectural and engineering/acquisition of rolling stock/professional service contract/operational service contract/turnkey contracts over \$150,000.

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 \$150,000 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.

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.

CONTRACTOR / COMPANY NAME

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

Table with 2 columns: TYPE OR PRINT NAME, TITLE, SIGNATURE, DATE

GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

Applicability – all contracts more than \$25,000.

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," http://www.sam.gov.proxy1.semalt.design 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 http://www.sam.gov.proxy1.semalt.design if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
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.

CONTRACTOR / COMPANY NAME

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME	TITLE
SIGNATURE	DATE

CHARTER BUS REQUIREMENTS

Applicability – these requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) 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 (\$3,500 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

DRUG AND ALCOHOL ABUSE AND TESTING

Applicability – operational service contracts except micro-purchases (\$3,500 or less).

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 Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

Applicability – contracts for transit operations except micro-purchases (\$3,500 or less).

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 Map-21, 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 Map-21, 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.

BREACHES AND DISPUTE RESOLUTION

Applicability – all contracts more than \$150,000.

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

CLEAN AIR

Applicability – all contracts more than \$150,000.

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. 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 \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER

Applicability – all contracts and Subcontracts more than \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. 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.

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 (\$3,500 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.

ENERGY CONSERVATION

Applicability – all contracts except micro-purchases (\$3,500 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.

ACCESS TO RECORDS AND REPORTS

Applicability – as shown below. These requirements do not apply to micro-purchases (\$3,500 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 \$150,000.
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

Applicability – all contracts except micro-purchases (\$3,500 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.

OPERATIONS AND MANAGEMENT
More Than \$100,000

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (FTA) Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The { }, hereafter referenced as "CONTRACTOR" shall not perform any act, fail to perform any act, or refuse to comply with any { Cass County Transportation Auth. }, hereafter referenced as "AGENCY," requests which would cause AGENCY to be in violation of the FTA terms and conditions.

LOBBYING (For projects 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 CONTRACTOR.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995

(P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Applicability – all contracts except micro-purchases (\$3,500 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 more than \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000.

- 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 closeout 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.

CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

Applicability – 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 (\$3,500 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 (\$3,500 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service: a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

- a. FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,
- d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts

- exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,
- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local
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- Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,
- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
 - i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
 - j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
 - k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

DISADVANTAGED BUSINESS ENTERPRISE

Applicability – contracts over \$3,500 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, and 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 (\$3,500 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

Applicability – all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The 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.

ATTACHMENT 4

SAFETY MANAGEMENT STANDARDS POLICY FOR THE MICHIGAN TRANSIT POOL

APPROVED: August 8, 2007

A. Rationale

The purpose of the MTP safety management standards is to promote and ensure member commitment to basic safety principles which guide and reflect the needs of the MTP, as well as similar risk retention pools, and the entire bus transit industry. By participating in the collective membership of the MTP, transit systems understand that unlike a commercial insurance program, a pool concept requires each member to share the risks and resulting costs of every other member's operations. This implies that a primary goal of this pool must be to utilize safety management as the most cost efficient method for preventing and managing loss. No member of the MTP should have to subsidize someone else's carelessness or negligence when there are clearly identifiable management techniques that are likely to

significantly reduce risk. This concept is confirmed in the MTP Bylaws which state that the purpose of the Pool's risk management program is "...to reduce the amount and frequency of losses, and to decrease the costs incurred by Members."¹ Loss control standards improve an organization's awareness and response to risk creating activities. They are also increasingly relevant to the MTP for a number of specific reasons. These include the growth in membership and associated risk for the MTP; accumulated loss experience of members and its cost; the sharing of loss exposures with its new excess carrier partners in the Transit Re, Ltd.; and member's fiscal budget challenges. Sharing of loss can only be contained by managing risk through reasonable standards. For MTP members these guidelines should be viewed and accepted as essentially the expression of the legitimate expectations of members for one another.

B. Standards

To maintain the integrity of this Policy, it is important that all MTP members establish and adhere to procedures that regularly demonstrate their support for the goals of risk assumption, risk pooling and risk sharing. This is best accomplished through conformance with recognized loss management standards for public transit systems. The following are conditions for maintaining membership in the Michigan Transit Pool, which all member systems are encouraged to address and promote on a continuing basis. Members are expected to begin compliance with this policy, from the inception of their membership or by November 1, 2008, whichever is later.

1. Each member system of the MTP shall participate in the Michigan Secretary of State's motor vehicle records (MVR) subscription services to obtain current information regarding any moving violation(s) incurred by their employees both on and off duty. The member shall also notify the MTP Executive Director within thirty (30) days of the receipt of an MVR which stipulates that a safety sensitive employee has been convicted of a violation involving a fatal accident, excessive speeding, operating while intoxicated or under the influence of drugs or alcohol, reckless driving, disobeying a traffic signal or sign, and/or multiple occurrences of traffic infractions. Similar notification shall be made should such an employee's license be suspended or revoked.²

Rationale: Provides currency to members and the MTP regarding system drivers at risk; and reinforces compliance with CDL regulations.

2. Each member shall inform the MTP Executive Director in writing within fifteen (15) days of notification by the Michigan Secretary of State or through receipt of a motor vehicle record that any employee with access to member vehicles has accumulated six (6) or more conviction points on their driving record. The member shall provide this information and any other relevant documentation to the MTP Executive Director, who shall forward a report to the MTP Risk Management Committee for its review. The RMC shall provide its conclusions to the Executive Committee with any additional advisory recommendation as is deemed necessary.

The identified employee will then be placed on an MTP Driver Watch List, and their driving behavior periodically reviewed by the RMC until their point level is reduced or eliminated. A member system shall be requested to take corrective measures, including appropriate defensive driver retraining, if an employee is placed on the watch list. Should an employee accumulate further points on their record, the affected member shall determine what further measures should be adopted to address that employee's driving behavior. This standard will be applied, and will not be used retroactively, upon a transit system's entry into the MTP program, or upon the formal approval date of this policy.

¹ Bylaws for the Michigan Transit Pool, Article 1(b)1, Page 1.

² This standard conforms to 49 CFR Parts 383.31 and 383.33, which require CDL operators to notify their employers if they have been convicted of a traffic violation and/or had their license suspended, revoked or cancelled.

Rationale: Monitors employee activity among those with points to encourage safe driving, and promotes the primary purpose of the MTP to contain risk exposure and its cost.

3. Every member system shall have prepared a written drug and alcohol policy or program covering all persons performing safety sensitive functions for the member system that is in conformity with all current rules and guidelines promulgated by the Federal Transit Administration in 49 CFR Parts 653 and 654; and in CFR Part 40.

Rationale: Reinforces compliance among member systems with essential Federal DOT regulations.

4. Any employee of a member system, who has access to a member's vehicles, and who is convicted of Operating While Visibly Impaired (OWVI), Operating While Intoxicated (OWI) or Operating With Any Presence of a Schedule 1 Drug or Cocaine (OWPD) while driving a member's vehicle shall be prohibited from the operation of a member's vehicle for one (1) year. Before they can resume the operation of a member's vehicle, a convicted employee shall be required to participate in and pass a defensive driving retraining program. An employee cited for violation of the member's federally mandated drug and alcohol testing program shall also be required to comply with the member's Drug and Alcohol Policy. The member system shall additionally certify in writing to the MTP Executive Director that the employee in question has successfully completed the retraining program. Under no conditions shall an employee of a member system be allowed to operate a member's vehicles if his/her driver's license is under suspension or revocation.

Rationale: The MTP is assured that a risk exposure is contained and corrected, and that member systems are in full compliance with federal regulations.

5. All member systems shall adopt a written policy prohibiting employees from using cellular telephones for personal use while they are operating a member vehicle. The member system shall prepare and enforce a written policy that specifies under what conditions their bus operators may and may not use a cellular telephone while operating a system vehicle.

Rationale: Cell phone use while driving creates a mental distraction that has been confirmed to result in accidents, injuries, and legal liabilities that have expensive consequences.

6. Should a member find that a decision made by the MTP regarding their application or violation of the standards in this policy is inappropriate or unjustified, the member may appeal that decision to the full MTP Executive Committee. This Committee shall review the appeal, or appoint a subcommittee for this purpose. The subsequent decision reached by a two-thirds (2/3) majority vote of the entire Executive Committee shall be final and not subject to further review or arbitration by the MTP. The failure of a member to abide by this decision may constitute a basis for the cancellation of that member's participation in the MTP.

Rationale: Establishes a basic right of membership, and ensures that Pool decisions are justified, fair, and made in accordance with the MTP governing agreements.

7. All member systems shall utilize for the purpose of reporting a vehicle accident or significant incident, the printed or online accident and incident forms provided by the MTP. Each submittal shall be made to the MTP claims administrator, Adjusting Services Unlimited (ASU) in a timely manner.

Rationale: Consistency and timeliness in providing information to appropriate sources is essential in containing risk exposure and loss.

8. Each standard identified in this policy shall become a part of and function in accordance with the MTP Bylaws and Restated Intergovernmental Agreement. Each member shall comply fully with the standards as stated, and as they would with all contractual agreements between the member systems and the MTP.

Rationale: To affirm in the written MTP governing accords the obligation of member systems to abide by the standards that have been agreed upon and adopted.

Cass County Transportation Authority

Controlled Substances and Alcohol Misuse Testing Policy

U.S. Department of Transportation Federal Transit Administration (FTA) Regulations

49 CFR Parts 40 & 655

Effective:

June 14, 2017

Amended: February 14, 2018

The Cass County Transportation Authority's drug testing provider is:

**FSSolutions
800-732-3784**

Prepared by:

**Current Consulting Group, LLC
Phone: 215-248-8204 Main Office**

Disclaimer: All information provided by Current Consulting Group, LLC and its principles/Agents and employees, whether verbal or written; is not intended to provide legal advice. Although we go to great lengths to make sure our information is accurate and useful and our interpretation of it is appropriate to your situation, we recommend that you contact your attorney with your legal questions and concerns. Reliance upon information provided Current Consulting Group, LLC, its principles/Agents or employees for legal advice is unfounded.

I. STATEMENT OF POLICY

The Cass County Transportation Authority ("The Authority"), the Federal Transit Administration, and the U.S. Congress have determined that alcohol abuse and illegal

drug use pose specific dangers to the safety and welfare of the Nation. In fact, the Federal Transit Administration has specifically noted that the use of alcohol and illegal drugs has been demonstrated to significantly affect the performance of individuals involved in the public transportation industry. It is therefore the policy of the Authority and the Federal Transit Administration that safety-sensitive employees in the public transportation industry be free from the influence of drugs and alcohol.

In order to achieve this objective and to comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 and Federal Transit Administration Regulation 49 CFR Part 655, the Authority has developed and implemented a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and prohibited drugs by employees who perform safety-sensitive functions in the public transportation industry, and to deter and detect the use of prohibited drugs by covered employees. Implementation of this program also helps deter substance abuse, as well as reduce absenteeism, accidents, health care costs, and other drug-related problems. This program enhances the safety of our employees and the users of public transportation by facilitating the early identification of substance abuse-related issues and referral for treatment of workers with drug or alcohol abuse problems.

Those areas of the policy that appear in bold and underline print reflect the County's independent authority to require additional provisions with regard to drug and alcohol testing procedures.

111 **II. SCOPE**

Individuals Subject to Testing (Covered Employees) [655.4]. Part 655.4 defines a "Covered Employee" as a person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to Part 655.

For purposes of this policy, a "safety-sensitive function" includes:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL);
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service. This Section does not apply to the following: an employer who receives funding under 49 USC 5307 or 5309, is in an area of less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 USC 5311 and contracts out such services;
- Carrying a firearm for security purposes.
- An individual will be performing a safety-sensitive function during any period in which he/she is performing, ready to perform, or immediately available to perform such functions.

A volunteer is a covered employee if:

- The volunteer is required to hold a commercial driver's license to operate the vehicle; or
- The volunteer performs a safety-sensitive function for an entity subject to this Part and receives remuneration more than his or her actual expenses incurred while engaged in the volunteer activity.

“Vehicles” subject to this policy include buses, electric buses, vans, automobiles, rail cars, trolley cars, trolley buses, or vessels. “Public transit vehicles” are vehicles used for public transportation or ancillary services.

A. Contractors. Under FTA regulations, the requirements of this Policy apply to recipients of FTA assistance as defined in 49 CFR, as well as other entities that provide public transportation services or perform safety-sensitive functions for such recipients or entities, including sub-recipients, operators, and contractors.

“*Contractors*” subject to the requirements of the regulations include persons or organizations that provide services for an FTA covered “employer” consistent with a specific understanding or arrangement, which can be evidenced by a written agreement, and such contractors are also considered employers within the FTA definition of “employer”.

B. Alcohol. For purposes of this Policy, “*alcohol*” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. “*Alcohol use*” means the consumption of any beverage, mixture, or preparation, including any medication, which contains alcohol. “*Alcohol concentration*” (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

C. Prohibited Drugs. Although this Policy prohibits the use of any controlled substances not lawfully prescribed by a physician, any drug test required under this policy will analyze an individual’s urine to test for the presence of marijuana, cocaine, opioids, amphetamines and phencyclidine and/or their metabolites.

D. Prescription or Over-the-Counter Medication. An individual will be allowed to list on the back of the donor copy of the Drug Testing Custody and Control Form, any prescription or over-the-counter medication that he/she may be taking or may have recently taken. If the testing laboratory returns a positive test result, the individual will have the opportunity to discuss the use of the medication with the Authority’s medical review officer.

In the event, it is determined by the MRO that an employee is taking a medication that may pose a safety risk though the continued performance of safety-sensitive functions, the employee may be placed on a medical leave of absence until that threat is acceptably reduced or eliminated.

A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of a drug during medical treatment. It must include the patient’s name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing transit business is prohibited.

112 III. QUALIFICATIONS FOR EMPLOYMENT

A. Prohibited Conduct

- i. **Prohibited Drugs [655.21]** Covered employees are prohibited from using prohibited drugs at any time, from refusing to submit to a required test, and from performing a safety-sensitive function after receiving a verified positive test result following any drug test required by this Policy. For purposes of this Policy, the prohibited drugs tested for are marijuana, cocaine, opioids, phencyclidine, and amphetamines.
- ii. **Alcohol [655 Subpart D]** Authority policy and Federal Transit Administration regulations prohibit the following conduct as it relates to the use of alcohol:
 - a. **Alcohol concentration** - reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
 - b. **On-duty use** - using alcohol while performing safety-sensitive functions. If the Authority has actual knowledge that a covered employee is using alcohol while performing safety-sensitive functions, the Authority will not permit the employee to perform or continue to perform safety-sensitive functions.
 - c. **Pre-duty use** - using alcohol within four hours prior to performing a safety-sensitive function. If the Authority has actual knowledge that a covered employee has used alcohol within 4 hours prior to performing safety-sensitive functions, the Authority will not permit the employee to perform or continue to perform safety-sensitive functions.
 - d. **Use following an accident** - using alcohol within eight hours following an accident, unless the employee has first undergone a post-accident alcohol test.
 - e. **Refusal to submit** - refusing to submit to any alcohol test required under this policy.
 - f. **On-call employees** - The Authority will prohibit the consumption of alcohol for the specified on-call hours of each covered employee who is on call. The procedure will include:
 - The opportunity for the covered employee to acknowledge the use of alcohol at the time he or she is called to report to duty and the inability to perform his or her safety-sensitive function.
 - The requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol but claims ability to perform his or her safety-sensitive function.
 - g. **Other alcohol-related conduct** - the Authority will not permit a covered employee tested under the provisions of Subpart E of Part 655 who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until:
 - The employee's alcohol concentration measures less than 0.02; or

- The start of the employee's next regularly scheduled duty period, but not less than 8 hours following administration of the test.
- Except as provided in the regulations, the Authority will not take any action under this part against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the Authority with authority independent of Part 655 from taking any action otherwise consistent with law.

B. Removal from Service

- i. **Prohibited drugs. [655.61]** As soon as the Authority has received notice from a medical review officer that an employee has a verified positive test result, or upon notice that an employee has refused to submit to a required test, it shall immediately remove the employee from the performance of safety-sensitive functions.
- ii. **Alcohol [655.61].** As soon as the Authority has received notice from a Breath Alcohol Technician that a covered employee has a confirmed alcohol test result of 0.04 or greater, or has refused to submit to an alcohol test required under this Policy, it shall immediately remove the employee from the performance of safety-sensitive functions.

Any covered employee requested to submit to an alcohol test required under this Policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or continuing to perform safety-sensitive functions until eight (8) hours following administration of the test or until the employee’s BAC measures less than 0.02 in a retest.

- iii. **Return to Duty.** No employee who has engaged in conduct prohibited by this Policy will be allowed to resume performing safety-sensitive functions unless and until that individual has been evaluated by a substance abuse professional and complied with recommended treatment or rehabilitation assistance, and has satisfied the return-to-duty obligations outlined in Section IV, F & G of this Policy.
- iv. **Medical Marijuana.** The U.S. Department of Transportation’s Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – does not authorize “medical marijuana” under a state law to be a valid medical explanation for a transportation employee’s positive drug test result. Medical marijuana remains unacceptable for any safety-sensitive employee subject to the authority of the U.S. Department of Transportation.

113 IV. TYPES OF TESTING [655 Subpart E]

- A. Notice of Testing Circumstances.** Before performing any alcohol or drug test required by this Policy, the Authority will notify the test subject that the test is being required pursuant to this policy and/or Federal Transit Administration regulations (49 CFR Part 655). The Authority will not represent that any requested test is required by federal regulations if, in fact, the individual to be tested is not subject to those regulations.
- B. Pre-Employment.** No employee or applicant will be permitted to perform a safety-sensitive function, and no employee will be transferred from a non-safety-sensitive

function to a safety-sensitive function, unless the individual takes a drug test with a verified negative test result. If for some reason a pre-employment drug test is canceled, the individual will be required to submit to another test.

When an employee or applicant has previously failed or refused a pre-employment drug test conducted under DOT authority, the individual must provide the Authority with proof of having successfully completed a referral, evaluation and treatment plan. When an employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the Authority's random testing pool during that time, the Authority shall ensure that the employee takes a pre-employment drug test with a verified negative result.

C. Post-Accident. An employee who is performing a safety-sensitive function must submit to a post-accident drug and alcohol test as soon as possible after any occurrence that meets the description of a "DOT Accident". For purposes of this Policy and the Authority's drug and alcohol testing program, a "DOT Accident" is defined as an occurrence associated with the operation of a vehicle, if as a result:

- Individual dies; or
- An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
- With respect to an occurrence in which the public transportation vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
- With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

Under FTA regulations, "disabling damage" means damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

i. Inclusion. Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.

ii. Exclusions.

- a.** Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
- b.** Tire disablement without other damage even if no spare tire is available.
- c.** Headlamp or tail light damage.
- d.** Damage to turn signals, horn, or windshield wipers, which makes the vehicle inoperable.

i. Fatal accidents.

- a. As soon as practicable following an accident involving the loss of human life, the Authority will conduct drug and alcohol tests on each surviving covered employee operating the public transportation vehicle at the time of the accident. Post-accident drug and alcohol testing of the operator is not required if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule.
- b. The Authority will also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the Authority using the best information available at the time of the decision.

i. Nonfatal accidents.

- a. As soon as practicable following an accident not involving the loss of human life in which a public transportation vehicle is involved, the Authority will drug and alcohol test each covered employee operating the public transportation vehicle at the time of the accident unless the Authority determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The Authority will also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the Authority using the best information available at the time of the decision.

If an alcohol test required by the regulations is not administered within two hours following the accident, the Authority will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by the regulations is not administered within eight hours following the accident, the Authority will cease attempts to administer an alcohol test and maintain the record. Records must be submitted to FTA upon request of the Administrator.

The Authority will ensure that a covered employee required to be drug tested under this section is tested as soon as practicable but within 32 hours of the accident.

A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the Authority or the Authority representative of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed by the Authority to have refused to submit to testing.

The decision not to administer a drug and/or alcohol test will be based on the Authority's determination, using the best available information at the time of the determination that the employee's performance could not have contributed to the accident. Such a decision must be documented in detail, including the decision-making process used to reach the decision not to test.

Nothing in the regulations should be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of the regulations provided such test conforms to the applicable federal, State, or local testing requirements, and that the test results are obtained by the Authority. Such test results may be used only when the Authority is unable to perform a post-accident test within the required period.

- D. Random.** Both the Authority and Federal Transit Administration believe that random drug and alcohol testing is an essential part of any program seeking to ensure a drug- and alcohol-free workplace. All covered employees subject to this Policy will therefore be required to submit to random drug and alcohol testing.

The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer-based random number generator matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for test will be reasonably spread throughout the course of the year. All covered employees will have an equal chance of being tested each time selections are made, regardless of the number of his/her previous selections, if any.

Any covered employee notified of his/her selection for random testing will be required to proceed to the test site immediately. If a covered employee is performing a safety-sensitive function at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site immediately. However, covered employees will only be required to submit to random alcohol tests if they are performing a safety-sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function, whereas covered employees may be randomly tested for prohibited drug use any time while on duty.

- E. Reasonable Suspicion.** Whenever the Authority has reasonable suspicion to believe that a covered employee has used a prohibited drug or has violated any alcohol prohibition contained in this Policy, it will require him/her to submit to a drug and/or alcohol test. However, any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. These observations will only be made by a supervisor who has received appropriate training in detecting the signs and symptoms of drug and alcohol use and will be documented by that individual in a Supervisor's Report of Reasonable Suspicion. Any supervisor who decides that reasonable suspicion exists to require a covered employee to submit to an alcohol or drug test will not be permitted to conduct the breath alcohol test on that individual or serve as the drug collection site person for his/her drug test.

A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made just before, during, or after the period of the work day that the covered employee is required to follow this policy. The Authority will therefore only direct a covered employee to undergo reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, is just about to perform safety-sensitive functions, or has just ceased performing safety-sensitive functions.

If a reasonable suspicion alcohol test is not administered within two hours following the reasonable suspicion determination, the Authority will document the reasons why the test was not promptly administered. If the test is not administered within eight hours following the reasonable suspicion determination, the Authority will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a covered employee may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse. Any such covered employee will not be allowed to perform or continue to perform a safety-sensitive function until the employee undergoes an alcohol test yielding an alcohol concentration level of less than 0.02; or until the start of the employee's next regularly-scheduled duty period, but not less than eight hours following the reasonable suspicion determination.

- F. Return to Duty.** If the Authority should for any reason retain or return a covered employee to duty after he/she has violated FTA's drug and alcohol regulations, the employee will be required to submit to return-to-duty and follow-up testing in accordance with 49 CFR 40. Before a covered employee who has engaged in any conduct prohibited by this Policy will be allowed to return to duty requiring the performance of a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol testing with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, and/or a return-to-duty drug test with a verified negative result, if the conduct involved prohibited drugs. The controlled substances urine specimen must be conducted under direct observation procedures. If the test is canceled, he/she will be required to take another return-to-duty test.

The County has a Zero-Tolerance and as such, if a covered employee tests positive on drug or alcohol tests, or refuses to submit to a drug or alcohol test, his or her employment shall be terminated; he or she shall be referred to a SAP and there shall be no possibility of return-to-duty testing for that individual.

- G. Follow-Up.** Any employee who has engaged in conduct prohibited by this Policy, and who has returned to safety-sensitive duties, will be subject to additional, unannounced follow-up testing for alcohol and/or controlled substances as directed by the SAP (minimum of six follow-up tests in the first year after return to safety-sensitive duties). The controlled substances urine specimen must be conducted under direct observation procedures. Participation in a follow-up testing program may be required for up to five years, at the SAP's discretion. However, follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing safety-sensitive functions.

The County has a Zero-Tolerance and as such, if a covered employee tests positive on drug or alcohol tests, or refuses to submit to a drug or alcohol test, his or her employment shall be terminated; he or she shall be referred to a SAP and there shall be no possibility of follow-up testing for that individual.

- H. Alcohol Concentration .02 < .04.** If an employee is administered an alcohol test that produces an alcohol concentration of 0.02 or greater, but less than 0.04, he/she will not be permitted to perform a safety-sensitive function within eight hours of that test unless he/she is retested and has a test result of less than 0.02. **An alcohol concentration of .02 or greater is considered a positive result and is a dischargeable offense under the County's own authority.**
- I. Refusal to Submit.** Any covered employee who refuses to submit to an alcohol or drug test will be prohibited from performing or continuing to perform a safety-sensitive function and will be subject to discipline as outlined in Section X of this Policy. "Refusal to submit" to an alcohol or drug test (or Refusal to Test) constitutes a violation of policy and includes the following conduct:
- i.** Failure to appear for any test (excluding a pre-employment test) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
 - ii.** Failure to remain at the testing site until the testing process is complete;
 - iii.** Failure to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations;
 - iv.** In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the provision of a specimen;
 - v.** Failure to provide enough urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
 - vi.** Failure or refusal to take a second test the employer or collector has directed;
 - vii.** Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures;
 - viii.** Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
 - ix.** Confirmation by the MRO that there has been a verified adulterated or substituted test result;
 - x.** Failure or refusal to sign Step 2 of the alcohol testing form;
 - xi.** Failure to follow the observer's instructions during an observed collection including instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is present any type of prosthetic or other device that could be used to interfere with the collection process;

- xii. Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process;
- xiii. Admission by the donor to the collector or MRO that the specimen was adulterated or substituted.

114 V. ALCOHOL TESTING PROCEDURES [Part 40, Subparts L, M, and N]

A. Screening and Confirmation Testing. All alcohol testing conducted under this Policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts L and M. After providing photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form (ATF). Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test is considered negative and the process is complete. The BAT/STT will complete and sign the breath alcohol testing form.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is >0.02 , the BAT will immediately notify the Authority's DER, and the employee will remain at the testing facility until provided transportation. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee. If the confirmation result is <0.02 , the test is negative. The BAT shall sign the alcohol testing form and provide a copy of the form to the employee and the DER.

115 VI. CONTROLLED SUBSTANCES TESTING PROCEDURES [Part 40, Subparts D & E]

A. Urine Specimen Collection. Any person required to undergo a drug test will provide a urine sample at a designated collection site. To ensure integrity of the specimen collection procedure, a standard Federal Drug Testing Custody and Control Form (CCF) will be used. This form will be completed by the employee and the specimen collector and will be forwarded along with the urine sample to a designated laboratory. The MRO, employee, collector, and Authority's DER also receive a copy of the Custody and Control Form.

All urine specimens will be collected in a clean, single-use collection container that is securely wrapped until used. The urine specimen will be poured into two specimen bottles (wrapped or sealed until used) that will be labeled and sealed with tamper-evident tape/label by the collector in the employee's presence. The employee will initial the bottle(s) seals and the collector will date them.

B. Direct Observation Collections. Under DOT's 49 CFR Part 40, directly observed collections are authorized and required in specific situations. In the event of a direct

observed collection, the employee will not be given notice. A direct observed collection will take place if:

- i. The test is a return-to-duty or follow-up test;
- ii. The MRO receives a report from the laboratory that a specimen is invalid and the MRO subsequently reports to the Authority that there was not an adequate medical explanation for the result;
- iii. The MRO reports to the Authority that the original positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed; or
- iv. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to the Authority as negative-dilute and that a second collection must take place under direct observation.

In the circumstances described above, the individual will undergo specimen collection under the direct observation of a same sex observer. The Authority also has the right to require any return to duty or follow-up test to be conducted under direct observation.

If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed to collect the specimen. Specimens will not be collected from deceased, comatose, or otherwise unresponsive employees.

- C. Specimen Integrity and Identity.** The Authority, the employee, and the collection site shall take appropriate precautions to preserve the integrity of the urine specimen by ensuring that it is not adulterated or diluted during the collection procedure and that the urine specimen tested is that of the person from whom it was collected. Collection site personnel will be responsible for maintaining the integrity of the specimen collection and transfer process, but employees are expected to cooperate with collection site personnel and to exercise good faith in conjunction with the specimen collection procedures.
- D. Inability to Provide a Specimen.** If the employee is unable to urinate, or provides an insufficient quantity of urine (<45mL), the employee will be provided fluids to drink (up to 40 oz.) and up to three hours to provide an adequate specimen. (Note: It is not a refusal to test if the employee declines to drink.) If the employee is unable to provide an adequate specimen after three hours, the collection process will cease. The collector will inform the Authority, and the Authority will direct the employee to be evaluated by an Authority-designated physician as soon as practical (within 5 days, if possible). If the physician determines, after examination of the employee, that there is no medical explanation for the employee's failure to provide an adequate specimen, the employee will be considered to have refused to test. The MRO shall review the written report of the examining physician's findings.
- E. Failure to Cooperate.** If the employee refuses to cooperate during the collection process (e.g., refusal to attempt to provide a complete specimen, remain in the collection site until the completion of the process), the collector will inform the Authority representative (DER) and document the employee's conduct on the Drug Testing Custody and Control Form.

116 VII. CONTROLLED SUBSTANCE TEST RESULTS [Part 40 Subpart G]

- A. Medical Review Officer.** All test results will be reported by the laboratory to a medical review officer (MRO). The MRO will be a licensed physician who has met the qualification training and continuing education requirements of § 40.121. The MRO will review and consider possible alternative medical explanations for positive, adulterated, substituted, and invalid test results, as well as review of the CCF to determine if it is complete and accurate. The Authority will designate an MRO for its controlled substance testing program. The designated MRO is listed in Appendix B.
- B. MRO Determinations.** If the MRO determines that there is a legitimate medical explanation for a positive test result, the MRO will report the test as negative. If the MRO determines that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the test as positive and provide the name of drug(s) detected.

The MRO shall report a negative-dilute result to the Authority when the laboratory has concluded that the specimen meets the criteria established by DOT for dilution.

The Authority reserves the right to require the individual to submit another specimen. If the second specimen is also reported negative-dilute, the Authority will accept the result as negative.

- C. Split Specimen Procedures.** The MRO will notify each employee who has a verified positive, adulterated, or substituted test that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

The Authority reserves the right to obtain reimbursement from the employee for the costs of the split specimen analysis. In no case, will the MRO or laboratory delay or reject an employee's timely request for the split specimen analysis pending receipt of payment for the analysis.

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer, and the employee.

If the analysis of the split specimen fails to reconfirm the adulterant or substitution criteria found in the primary specimen, the MRO will cancel the test and report the cancellation and reasons for it to the DOT, the employer, and the employee. In reconfirming adulteration or substitution, the laboratory must apply the same criteria used in the determination of adulteration or substitution of the primary specimen. If an employee has not contacted the MRO within 72 hours concerning testing of the split specimen, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact

him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed.

117 VIII. CONFIDENTIALITY AND RECORDKEEPING

A. Confidentiality. The Authority will maintain all records generated under this Policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this Policy and/or any other information generated pursuant to this Policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by DOT regulations. In addition, the Authority's contracts with its designated service agents require them to maintain all employee test records in confidence.

The Authority or its service agent(s) must release information under the following circumstances:

- i. Upon specific, written consent from an employee authorizing the release of information about that employee's drug or alcohol tests to an identified person, including to a subsequent employer.
- ii. Upon request of DOT agency representatives, including:
 - a. Access to facilities used for DOT agency drug and alcohol program functions.
 - b. All written, printed, and computer-based drug and alcohol program records and reports (including copies of name-specific records or reports), files, materials, data, documents/documentation, agreements, contracts, policies, and statements that are required by this part and DOT agency regulations.
- iii. Upon request by the National Transportation Safety Board as part of an accident investigation, provide information concerning post-accident tests administered after the accident.
- iv. Upon request by a Federal, state or local safety agency with regulatory authority over the Authority, provide drug and alcohol test records concerning any covered employee.

However, the laboratory or the Authority may disclose information required to be maintained under this Policy to the employee, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this Policy, or from the employer's determination that the employee engaged in conduct prohibited by this Policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)

B. Access to Facilities and Records [Part 40 Subpart P]. Upon written request by any covered employee, the Authority will promptly (within 10 days of the employee's written request) provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests.

Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The Authority will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 655 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board as part of an accident investigation, the Authority will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

118 IX. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL

A. Employee Education. The Authority will provide employees subject to this Policy with education materials explaining the requirements of the Federal Transit Administration drug and alcohol regulations and the Authority policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to an employee assistance program, and/or referral to management. This information will include the following:

- i. Display and distribution of informational material
- ii. Display and distribution of a community service hot-line telephone number for employee assistance.

Covered employees will receive at least 60 minutes of training of the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms which may indicate prohibited drug use.

Copies of the above materials and this Policy will be distributed to each covered employee prior to the start of alcohol and drug testing required herein and to each employee subsequently hired or transferred into a position requiring the performance of a safety-sensitive function covered by this Policy.

Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The Authority will retain the original of the signed certificate and will provide a copy to the employee, if requested.

The Authority will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable. Any questions about the requirements of this Policy should be directed to the program contact individual listed in Appendix B.

B. Supervisory Training. Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this Policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

C. Referral, Evaluation and Treatment.

i. Available Resources. Any employee who engages in conduct prohibited by this Policy (positive drug test, refusal to test, or alcohol test result of 0.04 or greater alcohol concentration) will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

ii. Substance Abuse Evaluation. Employees will be provided Substance Abuse Professional referral information, advised to undergo an evaluation by an appropriate substance abuse professional if they seek to perform United States Department of Transportation safety sensitive functions in the future, who will determine what assistance the employee may need in resolving problems associated with alcohol misuse and/or prohibited drug use.

iii. Substance Abuse Professional (SAP). For purposes of this Policy, a substance abuse professional (SAP) is defined as a licensed physician (Doctor of Medicine or Osteopathy); or a licensed or certified social worker; or a licensed or certified psychologist; or a licensed or certified employee assistance professional; or a state-licensed or certified marriage and family therapist; or an alcohol and drug abuse counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC) or by the National Board of Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC), who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders and who has met the qualification training standards specified in Part 40.

The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse, determine if the employee has complied with recommended treatment or rehabilitation, and determine a program of follow-up testing as appropriate. (Refer to 49 CFR Part 40 Subpart O for additional information about SAPs.)

In addition to the removal from safety-sensitive functions required by Federal Transit Administration regulations, the Authority will take the following disciplinary action against any individual who violates this Policy.

A. Applicants

An individual who tests positive on a pre-employment or pre-duty test for a prohibited drug will not be hired for, or allowed to serve in, a covered function position. Likewise, an individual who submits a specimen determined to be adulterated or substituted will not be hired or allowed to serve in a covered position.

The applicant will be provided Substance Abuse Professional referral information which the individual may use at his or her own expense if the person seeks to perform United States Department of Transportation covered functions in the future. The County will not charge employees for SAP contact information.

B. Employees

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level of 0.04 or greater will be discharged from employment with the County. The terminated employee will be provided Substance Abuse Professional referral information which former employee may use at his or her own expense if employee seeks to perform United States Department of Transportation covered functions in the future.

Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be discharged from employment with the County. The terminated employee will be provided Substance Abuse Professional referral information which former employee may use at his or her own expense if employee seeks to perform United States Department of Transportation covered functions in the future.

Any employee whose alcohol test result is 0.02-0.039 alcohol concentration will be removed from duty for at least 8 hours or until his/her next regularly scheduled shift, whichever is longer. All time suspended will be without pay. Any employee who has an alcohol concentration between 0.02-0.039 will be discharged from employment with the County under the company's own authority. The terminated employee will be provided Substance Abuse Professional referral information which former employee may use at his or her own expense if employee seeks to perform United States Department of Transportation covered functions in the future. The County will not charge employees for SAP contact information.

XI. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149(c) for a positive test or test refusal are not subject to arbitration.

XII. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Authority's management of any criminal drug statute conviction within 5 days. Failure to comply with this provision shall result in disciplinary action as defined in this Policy.

120 XIII. RECORDKEEPING AND REPORTING

A. Retention of Records. The Authority will maintain records relating to this Policy as outlined in 49 CFR Part 655. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

B. Management Information System. The Authority will prepare and submit to the FTA Office of Safety and Security by March 15 of each year, two annual calendar year summaries of the results of all alcohol and drug testing performed under this Policy. The summary reports will contain all the required information as specified in § 655.72.

121 XIV. DEFINITIONS – 49 CFR Part 40 and Part 655

Accident. An occurrence associated with the operation of a vehicle, if as a result: 1) an individual dies; or 2) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or 3) with respect to an occurrence in which the public transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as a result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or 4) with respect to an occurrence in which the public transportation vehicle is involved is a rail car, trolley car, or vessel, the public transportation vehicle is removed from operation.

Adulterated specimen. A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Alcohol concentration. The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

Alcohol confirmation test. A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.

Alcohol use. The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

Breath Alcohol Technician (BAT). A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

Cancelled test. A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this Part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

Collection container. A container into which the employee urinates to provide the specimen for a drug test.

Collection site. A place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.

Collector. A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.

Contractor. A person or organization that provides a safety-sensitive service for a recipient, subrecipient, employer, or operator consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

Covered employee. A person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to this Part. A volunteer is a covered employee if:

- The volunteer is required to hold a commercial driver's license to operate the vehicle; or
- The volunteer performs a safety-sensitive function for an entity subject to this Part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity.

Designated employer representative (DER). An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this Part. Service agents cannot act as DERs.

Dilute specimen. A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT, the Department, DOT Agency. These terms encompass all DOT agencies, including, but not limited to, the United States Coast Guard (USCG), the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

Drugs. The drugs for which tests are required under this part and DOT agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids.

Employee. Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under this Part, the term employee has the same meaning as the term "donor" as found on CCF

and related guidance materials produced by the Department of Health and Human Services.

Employer. A person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with this Part. The term includes an employer's officers, representatives, and management personnel. Service agents are not employers for the purposes of this Part.

Federal Transit Administration (FTA). An agency of the U.S. Department of Transportation.

HHS. The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Initial drug test (also known as a screening drug test). The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Laboratory. Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this Part.

Negative result. The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen

Performing (a safety-sensitive function). A covered employee is performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result. The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

Primary specimen. In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system, and for validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

Reconfirmed. The result reported for a split specimen when the second laboratory can corroborate the original result reported for the primary specimen.

Refuse to submit. Any circumstance outlined in 49 CFR 40.191 and 40.261.

Safety-sensitive function. Any of the following duties, when performed by employees of recipients, sub-recipients, operators, or contractors:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- Controlling the dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This Section does not apply to the

following: an employer who receives funding under 49 USC. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 USC. 5311 and contracts out such services;

- Carrying a firearm for security purposes.

Specimen bottle. The bottle that, after being sealed and labeled according to the procedures in this Part, is used to hold the urine specimen during transportation to the laboratory.

Split specimen. In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory if the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

Split specimen collection. A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP). A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Substituted specimen. A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Vehicle. A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transportation vehicle is a vehicle used for public transportation or for ancillary services.

Verified test. A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

The Authority has determined that the following job titles are safety-sensitive and therefore covered by the FTA drug and alcohol testing regulations and this policy:

<u>TITLE</u>	<u>TESTING AUTHORITY</u>
Driver	FTA
Mechanic	FTA
Bus Washer	Authority; FTA if the individual ever operates or controls the movement of a revenue service vehicle
Dispatcher	FTA
Office Manager/Assistant	Authority; FTA if the individual ever operates or controls the movement of a revenue service vehicle
Operations Manager	Authority; FTA if the individual ever operates or controls the movement of a revenue service vehicle
Contractor Employees standing in the shoes of transit system employees	Authority; FTA if such individual ever operates or controls the movement of a revenue service vehicle

1. Drug and Alcohol Testing Program Contact

For all questions concerning the Authority's Policy or implementation of the Authority's public transit drug and alcohol testing program, employees should contact the individual(s) named below:

Operations Manager: (primary) Julie Hartman
Assistant Manager: (secondary) Phyllis Wolverton
400 E. State Street, Cassopolis, MI 49031
hartmanjb@comcast.net
(269) 445-2455

2. Drug Testing Laboratory

The following DHHS-certified laboratory has been designated by the Authority to conduct the analysis of all urine specimens tested under the terms of this Policy (primary and split specimens):

FSSolutions
100 Highpoint Drive, Suite 102
Chalfont, PA 18914

3. Medical Review Officer

The following physician(s) has been designated by the Authority to perform Medical Review Officer functions for all drug tests conducted under the terms of this Policy.

Dr. Randy Barnett
Chief MRO, Workforce
FSSolutions
100 Highpoint Drive, Suite 102
Chalfont, PA 18914

4. Substance Abuse Professionals

Substance Abuse Professional (SAP) services, including information, referral, assessment, and evaluation, are available from the following designated individuals and/or organizations:

Cheryl Parente-Roggow
Plainwell Counseling Center
(269) 685-9401

Sharon Burden
Alcohol & Addictions Resource Center
(574) 234-6024

5. Approved Specimen Collection Sites

The facilities identified below are authorized to conduct urine specimen collection in accordance with 49 CFR Part 40 for the purpose of any controlled substance test required under this Policy:

Lakeland Community Hospital
31 N. St. Joseph Ave.
Niles, MI 49120
(269) 683-5510

Southwestern Medical Clinic
2002 S. 11th Street
Niles, MI 49120
(269) 687-0200

Michiana Drug Testing Center
114 Spencer Road
Cassopolis, MI 49031
(269) 228-8043

Attachment to FTA Drug-Free Workplace Policy Signs and Symptoms of Drug and Alcohol Use

Drugs and alcohol can result in such work-related problems as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality, unsafe driving, and increased injuries and accidents. Problems relating to or communicating with supervisors, co-workers or customers, following directions, concentrating, or remembering things may also indicate a drug or alcohol problem.

Drugs and alcohol slow reaction times, cause confusion, harm coordination and motor skills, and can impair decision-making and memory. People misusing alcohol and using illegal drugs may be withdrawn, lethargic, depressed, erratic, “hyper” or unusually anxious, hostile, or paranoid.

Drug and alcohol misuse can also result in health problems like chronic gastritis, headaches, chronic respiratory infections, and liver problems. They may also show up as poor hygiene, a sloppy appearance, financial problems, DUIs, or family problems.

Evidence of use can include paraphernalia such as pipes, syringes, foil packets, pills, powders, and empty alcohol containers. Physical symptoms of use can include:

1. Marijuana and alcohol odors
2. Puffy or droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
3. Nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
4. Needle tracks or blood spots on clothing
5. Tremors, racing or irregular heartbeats
6. Slurred or incoherent speech
7. Confusion, anxiety, paranoia
8. Coordination problems
9. Lethargy and sleepiness

Effects of Drugs and Alcohol

Drugs and alcohol can harm health and the workplace in a variety of ways.

Alcohol

Alcohol is a central nervous system depressant that acts like a poison if used in large quantities. Each year the lives of tens of thousands of Americans are shortened or ended by alcohol misuse.

Alcohol quickly reaches the brain after drinking. It impairs self-control and other learned behaviors. This loss of self-control can lead to aggressive driving (or overly cautious driving), as well as the other kinds of aggressive behaviors associated with drinking. Even small doses of alcohol, i.e. a single drink, can harm driving performance. In large doses, alcohol significantly impairs coordination, memory, and judgment.

Over time, alcohol misuse damages the liver, the heart, and the digestive system and can cause permanent brain damage. On average, alcoholics shorten their life span by about 10 years.

Alcohol misuse harms the ability to think clearly, harms judgment, and can affect the ability to get along with and work constructively with co-workers and customers. Alcoholics often have attendance and work performance problems and get fired because of the consequences of alcohol misuse. Because of its adverse effects on coordination, reflex time, vision, driving ability, judgment, and the ability to evaluate and quickly process information, alcohol is especially dangerous for drivers of commercial motor vehicles.

A small glass of wine, a can of beer, and a one and one-half ounce shot of liquor all contain about the same amount of alcohol. It takes the body about one hour to metabolize and eliminate each "drink" of alcohol. Coffee, exercise, and cold showers do not speed up this process or magically produce sobriety. While individuals differ greatly, each drink on an empty stomach by an average-sized adult male may lead to an alcohol concentration of about .02. Thus, drinking more than two drinks raises a serious risk of having an alcohol concentration more than DOT rules, especially for people with low body weights. Any drinking while on duty or during the 4 hours before working violates DOT rules.

Cocaine

Cocaine is a powerful stimulant that can be inhaled up the nose, injected, or smoked. It greatly increases heart rate and blood pressure. Partly because of its effects on the circulatory system, cocaine use can lead to seizures. Every time cocaine is used, there is some unquantifiable risk of a fatal stroke or heart attack. Cocaine can also cause tremors, convulsions, and vomiting and raises body temperature to dangerous levels. Repeated snorting damages nasal tissues, sometimes permanently. Needle use carries risks of infection and overdose.

Initially, cocaine use brings a rush of euphoria and exaggerated overconfidence. Sometimes these effects are so strong that safe driving is impossible. Cocaine wears off in about an hour after it is snorted and in just a few minutes after it is smoked. When it wears off, the user may become depressed, anxious, paranoid, and exhausted.

Cocaine users may exhibit rapid mood swings and changes in activity level. They may grind their teeth, repeatedly wash their hands, or engage in other compulsive behaviors.

Amphetamines

Amphetamines, also known as "speed," are powerful stimulants that are often abused by truck drivers because they make it easy to stay awake. Amphetamines, however, are dangerous drugs with a high potential for abuse. Amphetamines may also be known as uppers, black beauties, white crosses, or dexies.

Use brings feelings of alertness and a loss in appetite. The user may also become very talkative or physically active or feel very strong after ingesting amphetamines. In a few hours, however, the amphetamines wear off and restlessness, anxiety, paranoia, and headaches set in. In large doses, amphetamines can produce serious toxic effects. The user's blood pressure can rise to the point where strokes or heart attacks occur. Long-term users often have acne and tooth problems and may exhibit symptoms of permanent brain damage.

Marijuana

Marijuana is a hallucinogen that alters the user's sense of time and reduces the user's ability to perform tasks requiring coordination, swift reactions, and concentration. Taken in large quantities, marijuana can act like a depressant.

While some people may regard marijuana as harmless, there is evidence its use is unhealthy and dangerous for the driver. Marijuana causes significant increases in blood pressure and

pulse rate, and thus can aggravate or cause heart disease. Marijuana smoke also contains several known carcinogens. Many experts believe that marijuana is unhealthier to smoke than tobacco.

Studies have shown that smoking marijuana affects the ability to perform tasks like driving, which require both thinking and motor skills, for at least 24 hours. Users, however, often believe that all the impairing effects of smoking have worn off after 4 to 6 hours. Marijuana significantly impairs short-term memory and can harm the user's ability to concentrate or plan for and achieve long-term goals. There is also significant evidence that marijuana harms the reproductive systems of men and women and is dangerous for children and non-smokers who live with the user.

Opioids

Opioids are a class of narcotics and sedatives derived from the opium poppy plant. Heroin is the strongest opioid. Heroin use has been increasing in recent years because of the availability of cheap, strong heroin from Asia. This new stronger heroin can be smoked or snorted. Heroin can also be injected using needles.

Morphine and codeine are opioids that are often used to relieve pain or induce sleep. However, they can be stolen from hospitals or pharmacies and abused.

Opioid misuse causes several health problems. Because of variations in dosages and strength, heroin use carries a risk of overdose and death. Addicts who use needles also risk contracting AIDS or hepatitis. Heroin is often contaminated with other drugs or toxins or combined with other narcotics.

Opioid use slows down and depresses several body functions, including brain functioning. Heroin users may act sleepy or euphoric for a while and then become anxious or irritated after the heroin wears off. Heroin users tend to have several related health problems and tend to also abuse alcohol and tobacco. Together, these drugs and the unhealthy lifestyles of heroin users result in decreased life expectancy.

PCP

Phencyclidine, or PCP, is also called angel dust or dust. PCP is an extremely dangerous hallucinogen that has unusual and unpredictable side effects. It was developed as an anesthetic in the late 1950's and used for a while as a tranquilizer both for humans and animals. Because of its dangers, it now has no legal uses and is no longer legally manufactured. Rather, PCP is manufactured in underground laboratories. It often contains dangerous adulterants but is very dangerous all by itself.

PCP can produce violence and bizarre behavior in anyone who uses it. Occasionally, PCP users attack nurses and policemen or jump out of windows because they believe they can fly. PCP somehow scrambles the brain's internal stimuli and seriously changes how users feel, see, and deal with their environment.

In low doses, PCP produces a feeling of numbness. Increased doses produce excitement, confusion and delirium. The user's body may become rigid or go into convulsions. Routine activities like driving become dangerous and unpredictable.

Users may walk with strange uncoordinated steps. PCP users may have a blank stare, sweat heavily, have thick slurred speech, or engage in some of the violent and bizarre behaviors mentioned above.

Cass County Transportation Authority Acknowledgement of Receipt of Policy

I hereby acknowledge that I have received, read, and understand the Authority's Drug-Free Workplace Program Policy required by the United States Department of Transportation (DOT) regulations. I understand that I am subject to and must adhere to the DOT regulations, and must abide by the terms of the Authority's Policy as a condition of employment.

I understand that during my employment I may be required to submit to drug and/or alcohol tests based on the United States Department of Transportation regulations as directed by the Authority. I agree to comply with the Authority's Policy on drugs and/or alcohol and understand failure to comply is grounds for disciplinary action, up to and including termination, in addition to any action required by DOT regulations.

I also understand that refusal to submit to a controlled substances or alcohol test is a violation of DOT regulations, as well as the Authority's Policy, and may result in disciplinary action, including but not limited to suspension (with or without pay) or termination of employment, in addition to action required by DOT regulations. I further understand the consequences related to controlled substances use or alcohol misuse as prohibited by Authority Policy.

I understand the laboratory test results will be released in accordance with the Authority Policy to the selected Medical Review Officer (MRO). In doing so, I understand that I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the Authority as a verified positive test result. Furthermore, I authorize the release of the results of a saliva or breath alcohol test by a certified technician to the Authority.

I acknowledge that the provisions of the Authority's Drug-Free Workplace Program Policy are part of the terms and conditions of my employment, and that I agree to abide by them.

**THE UNDERSIGNED STATES THAT HE OR SHE HAS READ THE FOREGOING
ACKNOWLEDGMENT AND UNDERSTANDS THE CONTENTS THEREOF.**

124 Employee Name: _____ Date: _____

Employee Signature: _____

Contractor Name, if Applicable: _____

If the individual is a minor:

I am the parent/guardian of _____, and I acknowledge that I understand the Authority's Drug-Free Workplace Policy. I hereby consent to his/her participation in the Authority's drug and alcohol testing program.

Parent/Guardian Signature: _____ Date: _____

ATTACHMENT 6

VEHICLE MAINTENANCE PLAN
CASS COUNTY TRANSPORTATION AUTHORITY
MDOT APPROVED: December 10, 2013
ADOPTED BY CCTA: January 8, 2014

Maintenance Policy Statement

The Cass County Transportation Authority (“Authority”) strives to create an atmosphere that is conducive to maintenance productivity. Effective communications is the key to improving productivity. The Authority requires its contracted third party operator (“Operator”) to have qualified staff. This includes providing each employee with the proper training needed to perform his or her job adequately. It is the responsibility of the Operator to monitor their employees’ productivity. It is the Authority’s responsibility to monitor the Operator’s overall performance that includes adequately maintaining the Authority’s vehicles.

The Authority is dedicated to providing safe reliable equipment for our customers. The Operator shall be required to have written procedures that establish daily pre-trip inspections, semiannual safety inspections and scheduled preventative maintenance in accordance with manufacturer’s service intervals. The Operator shall strive to complete vehicle repairs as scheduled by inventorying an adequate supply of parts. Individual vehicle records are maintained to document service intervals, repair control, parts control, warranty claims and equipment performance.

Daily Inspections

Daily inspections when performed by either the driver or mechanic are a key element to the early detection and remedy of potential failures. These inspections will detect any visible problems, and will be conducted before the vehicle leaves the facility (**Pre-Trip Inspection - Attachment 1**). If the vehicle is found to have significant defects it will be scheduled and fixed prior to being used. At a minimum, a vehicle pre-trip inspections must be performed before the first trip each day the vehicle is in use. These daily pre-trip inspections will also be reviewed and used to schedule other needed repairs and maintenance (**Work Order – Attachment 2**).

Safety Inspections

The Operator will schedule semiannual safety inspections of the vehicle fleet (**Vehicle Safety Inspection Checklist - Attachment 3**). These will emphasize everything affecting safe operation of the vehicle. If the vehicle is found to have significant defects (safety related) it will be scheduled and fixed prior to being used. Otherwise, the safety inspections will be reviewed and used to schedule other needed repairs and maintenance. If the safety inspections are

performed by an outside contractor, the mechanic must be certified for that particular class of vehicle and equipment.

Routine Service and Maintenance Schedule

Preventive maintenance involves performing regularly scheduled maintenance services, adjustments and inspections based on a predetermined interval of months and/or miles to minimize malfunctions and extend vehicle life. Routine service and maintenance on the Authority's vehicles is scheduled to meet or exceed manufactures' recommended hours/miles/time period of service and service intervals. Our methodology to determine when vehicle servicing is due is accomplished by the mechanic reviewing the daily pre-trip inspections that are completed for each vehicle that will be put in service that day. This includes comparing the vehicle's mileage and date of inspections to the approved maintenance schedule for that particular vehicle. The maintenance schedule for each vehicle is based on manufacturer's requirements and recommendations and is outlined on **Attachment 4 – Basic Maintenance Schedule**.

If a vehicle requires servicing the mechanic shall schedule and perform the services required before exceeding the recommended service interval.

The operations manager shall routinely review the service records for each vehicle to ascertain whether or not the required periodic maintenance is being performed on schedule.

Preventive maintenance also involves performing necessary repairs promptly to prevent further damage and to ensure vehicle safety. Removal of the vehicle from the fleet until it is road ready is also a viable option. Proactive vehicle maintenance versus reactive vehicle maintenance is a primary goal of the Authority's maintenance program.

Record Keeping

The Operator shall maintain an adequate vehicle historical record for each vehicle in the fleet. Each individual vehicle record includes all daily inspections, six month safety inspections, scheduled routine service checklists and all other work orders on the vehicle. Each vehicle file will substantiate that all maintenance is being performed to manufacturer's recommended service intervals for the required categories and that both daily and safety inspections are being performed (**Vehicle Maintenance Monitoring – Attachment 5**).

The transportation coordinator ensures the maintenance work is being done in accordance with manufacturer's recommendations by periodically comparing maintenance records to the Authority's vehicle maintenance plan.

PRE-TRIP INSPECTION
Cass County Transportation Authority

VIN #: _____
 DATE: _____ BUS #: _____
 MILEAGE: ENDING: _____
 STARTING: _____
 DAILY TOTAL: _____

Maintenance will be applied in relation to safety and priority. Any driver failing to complete this form will automatically be responsible for any damage, etc. NOT written up on this vehicle's previous pre-trip inspection, but reported on the next written Pre-Trip Inspection sheet turned in.

OIL CHANGE MILEAGE:
 Oil change due at: _____
 Ending milleage: _____
 Difference: _____

NOTE: INSPECT AND CHECK BELOW ITEMS

- A. UNDER HOOD/ENGINE**
1. OIL LEVEL _____
 2. Radiator level _____
 3. Battery level _____
 4. Windshield washer level _____
 5. Engine/hoses/belts/wires _____
- B. EXTERIOR**
1. Tires _____
 2. Turn Signals _____
 3. Headlights _____
 4. Tail/Brake lights _____
 5. Winshield wipers _____
 6. Fresh body damage _____
 7. Flashers _____
- C. INTERIOR**
1. Horn _____
 2. Brakes _____
 3. Steering _____
 4. Transmission/shifting _____
 5. Mirrors (adjustments) _____
 6. Gauges/instruments _____
 7. Controls (equipment) _____
 8. Radio _____
 9. Damage/cleanliness _____
- D. SAFETY EQUIPMENT**
1. Fire extinguisher _____
 2. Flares/triangles _____
 3. First aid kit _____
 4. Back-up alarm _____
 5. Rear door alarm _____
- E. LIFT AND CONTROLS**
1. Lift controls _____
 2. Lift mechanical _____
- F. FUEL ADDED** _____ GALLONS
G. OIL ADDED _____ QUARTS

NOTE ANY DEFECTS BELOW

A. UNDER HOOD/ENGINE

B. EXTERIOR

C. INTERIOR

D. SAFETY EQUIPMENT

E. LIFT AND CONTROLS

MAINTENANCE PERFORMED:

DRIVER: _____ MECHANIC: _____

VEHICLE WORK ORDER
CASS COUNTY PUBLIC TRANSPORTATION

BUS #	DATE IN SHOP	MONTH	DAY	YEAR	DATE COMPLETED	MONTH	DAY	YEAR
Mileage								
STOCK ROOM MATERIAL					LABOR DISTRIBUTION			
PART #	DESCRIPTION	UNIT PRICE	TOTAL COST		DESCRIPTION	HOURS	AMOUNT	
TOTALS					TOTALS			
OIL CHANGE DUE		BODY REPAIR INSTRUCTIONS						
CURRENT MILEAGE		:						
DIFFERENCE								
NEXT OIL CHANGE								
APPROVED								
DATE								
		CHASIS REPAIR INSTRUCTIONS						

VEHICLE SAFETY INSPECTION CHECKLIST					
Vehicle safety inspections are required every six months.					
Put an X in the box for ok, O for needs attention, or NA for does not apply					
VEHICLE NO.		TRANSIT AGENCY Cass County Transportation Authority			
MAKE	MODEL	YEAR	MILEAGE	V.I.N.	
TECHNICIAN SIGNATURE			MECHANIC CERTIFICATION NO.		INSPECTION DATE
A	GENERAL CONDITION	J	SAFETY EQUIPMENT		71. Volt/Amp Gauge
	1. Body, Bumpers, Trim		35. Flares/Reflector Triangles		72. Oil Pressure Gauge
B	TIRES/BATTERY		36. Fire Extinguisher Charge/Date		73. Engine Temperature Gauge
	2. Tread depth	K	DRIVER'S SEAT		74. Air System Pressure Gauge
	3. Tire Pressure		37. firmly Mounted		75. Low Air Pressure Light/Alarm
	4. Wheels & Lug Nuts		38. Adjusts & Latches		76. Speedometer/Odometer
	5. Battery Terminals & Compartment		39. Seatbelt Operation		77. Air Restriction Gauge/Induction System
C	FLUIDS	L	HEATER/DEFROSTER	Q	BRAKES
	6. Engine Oil Level		40. Fans Operate F/R		78. Parking Brake
	7. Coolant Level/Freeze Protection * F		41. Heaters Operate F/R		79. Brake Pedal Low/ Soft? Hard? Normal?
	8. Brake Fluid Level		42. Defroster Operation		80. Brakes Pull, Noisy
	9. Transmission Fluid Level		43. Air Conditioner System Operation		81. Air Chambers/Slack Adjusters
	10. Power Steering Fluid Level	M	LIGHTS, HORN		82. Air Lines/Tanks/Drains
	11. Windshield Washer Fluid Level		44. Stepwell	R	TRANSMISSION-DRIVE TRAIN
D	DOORS		45. Passenger Area		83. Holds in Park Position
	12. Open & Close Properly		46. High Beam Headlights & Indicator		84. Does Not Start In Gear
	13. Won't Open Accidentally		47. Low Beam Headlights		85. U-Joints
	14. Latches, Handrails, Hinges		48. Dimmer Switch		86. Differential/Rear Axle
	15. Seals Out Fumes & Dust		49. Turn Signal Lights & Indicators	S	STEERING
E	FLOORS & STEPS		50. Hazard Flashers & Indicators		87. Free Play
	16. Clean & Free of Debris		51. Running Lights		88. Steering Force
	17. Loose Floor Covering/Weak Flooring		52. Reflectors		89. Pulls in Either Direction
	18. Step Tread Covers & Fasteners		53. Brake Lights		90. Power Steering Pump/Gear Box
F	SEATS		54. Tail Lights		91. Linkage/Ball Joints/King Pins
	19. Sharp Edges/exposed Metal		55. License Plate Light	T	SUSPENSION F/R
	20. Upholstery/Springs		56. Back-up Lights		92. Shocks/Mounts/bushings
	21. Firm Mounting		57. Back-up Alarm		93. Springs/Clamps/Shackles
G	GRAB-RAIL STANCHIONS		58. Horn		94. Stabilizers/Tracking Bars/Bushings
	22. Padded Properly	N	WIPER/WASHER	U	EXHAUST SYSTEM
	23. Firmly Mounted		59. Arm Tension		95. Exhaust/Tail Pipes
	24. Other Padding		60. Blade Condition		96. Muffler/Catalytic Converter
H	WINDOWS		61. Wiper/Washer Switch w/Delay		97. Hangers/Clamps
	25. Safety Glass		62. Washer Aim & Coverage	V	FUEL SYSTEM
	26. Vision Obstruction	O	MIRRORS		98. Lines/Fittings/Filter
	27. Operation		63. Mounted Firmly		99. Leaks
	28. Sun Visors		64. Interior View		100. Tank Mounts/Drain/Fill Cap
I	EMERGENCY EXITS		65. Exterior Flat Rear View	W	LIFT/RAMP/SECUREMENTS
	29. Doors/Windows Work Properly		66. Exterior Convex Rear View		101. Remote Control
	30. Doors/Windows Latch Properly		67. Exterior Front Cross View		102. Wheelchair Stops/Handrails
	31. Roof Hatch Operation	P	ENGINE OPERATION		103. Restraints/Tie Downs Operation
	32. Labeled Properly		68. Starting		104. Stop Request
	33. No Obstruction to EXITS		69. Excessive Smoking		105. Adequate Padding
	34. Door Ajar Warning Alarm		70. Instrument Warning Lights		106. Manual Lift Operation
REMARKS:					

BASIC MAINTENANCE SCHEDULE

CATEGORIES	MINI VAN & MV-1 /Service Interval**		CUTAWAYS		Service Interval**		MEDIUM DUTY (<30')		Service Interval **	
	Gas	Diesel	Gas	Diesel	Gas	Diesel	Gas	Diesel	Gas	Diesel
Engine Type	Gas									
Engine Oil and Filter	4,000 miles *		5,000 mi.	5,000 miles	5,000 mi.	5,000 miles	5,000 mi.	7,500 miles		
Chassis Lubrication	4,000 miles		5,000 mi.	5,000 miles	5,000 mi.	5,000 miles	5,000 mi.	7,500 miles		
Air Filter	30,000 miles /at least yearly		60,000 miles /at least yearly	60,000 miles /at least yearly	60,000 miles /at least yearly	60,000 miles /at least yearly	60,000 miles /at least yearly	60,000 miles /at least yearly		
Fuel Filter	no service required		18,000 miles	20,000 miles	18,000 miles	20,000 miles	18,000 miles	15,000 miles		
Lift Service	at every oil change		at every oil change	at every oil change	at every oil change	at every oil change	at every oil change	at every oil change		
Vehicle Cleaning	2 times/week		2 times/week	2 times/week	2 times/week	2 times/week	2 times/week	2 times/week		
Disc and Drum Brake Service	as needed		as needed	as needed	as needed	as needed	as needed	as needed		
Transmission Service (external)	no service required		25,000	25,000 miles	25,000	25,000 miles	25,000	25,000 miles		
Transmission Service (internal)	60,000		50,000	50,000 miles	50,000	50,000 miles	50,000	50,000 miles		
Drive Axle Service	no service required		100,000	100,000 miles	100,000	100,000 miles	100,000	100,000 miles		
Engine Cooling System Service	5 yrs. or 150,000 miles		5 yrs. or 150,000 miles	5 yrs. or 150,000 miles	5 yrs. or 150,000 miles	5 yrs. or 150,000 miles	5 yrs. or 150,000 miles	5 yrs. or 150,000 miles		
Air Conditioning System	12 months		12 months	12 months	12 months	12 months	12 months	12 months		
Safety Inspection (REQUIRED)	6 month.		6 month	6 month	6 month	6 month	6 month	6 month		

LIGHT DUTY = Mini-vans, MV-1's and Standard vans 4 year/100,000 mile category. PTMS***designated as SmLightDty-Vans

* or when oil change indicator message illuminates, whichever comes first
 **List service interval in Hours, Miles, Time Period, or Gallons of fuel consumed.
 ***Public Transportation Management System

VEHICLE MAINTENANCE MONITORING

Maintenance Records Audit

rev. 9/06

Transit Agency: Cass CTA

Date Maintenance Plan Approved by MDOT: _____

Vehicle No.: _____

Current Vehicle Mileage: _____

Type of Vehicle: _____

Approved Service Interval: _____ miles

Service		Engine Oil	Chassis Lube	Air Filter	Fuel Filter	Wheel chair Lift & Securement	Disc Drum Brakes	Trans.	Engine Cooling System	Air Cond	Safety Inspections
Date	Miles										

Comments:
