Appendix A: Subsection 341.061 Florida Statutes

Florida Statute
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341.061 Transit safety standards; inspections and system safety reviews.—

(1)(a) The department shall adopt by rule minimum safety standards for governmentally owned fixed-guideway transportation systems and privately owned or operated fixed-guideway transportation systems operating in this state which are financed wholly or partly by state funds. Standards must be site-specific for fixed-guideway transportation systems and shall be developed jointly by the department and representatives of the affected systems, giving full consideration to nationwide industry safety norms relating to the development and operation of fixed-guideway transportation systems.

(b) Each fixed-guideway transportation system shall develop a safety program plan that complies with established standards and shall certify to the department that the plan complies with the standards. Following certification to the department, the fixed-guideway transportation system shall implement and comply with the plan during the development and operation of the system. Each fixed-guideway transportation system shall verify annually in writing to the department that it has complied with its adopted safety program plan.

(c) Before beginning passenger service operations, a fixed-guideway transportation system must certify in writing to the department that the system is safe for passenger service. Further, before a fixed-guideway transportation system the operations of which have been suspended as a result of noncompliance with established standards returns to service, the system must certify in writing to the department that the system is safe for passenger service.

(d) If a fixed-guideway transportation system does not comply with paragraph (b) or paragraph (c) or if, upon certification by a fixed-guideway transportation system, the department has good cause to believe that the system is not complying with its adopted safety program plan or is not safe for passenger service, the department may conduct a review of the system for safety compliance. Upon completion of its review, the department shall provide a copy of the review report to the affected system. Any adverse findings and any corrective actions required and the time allowed for such actions must be stated in the report. If at any time continued operation of the system, or a portion thereof, poses an immediate danger to public safety, the system operator shall suspend affected system service until corrective action is taken. If the system operator fails to take corrective action or fails to suspend service when immediate danger to the public exists, the department may require the affected system service to be suspended.

(2)(a) The department shall adopt by rule minimum equipment and operational safety standards for all governmentally owned bus transit systems and privately owned or operated bus transit systems operating in this state that are financed wholly or partly by state funds, all bus transit systems created pursuant to chapter 427, and all privately owned or operated bus transit systems under contract with any of the foregoing
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systems. Standards for bus transit systems shall be developed jointly by the department and representatives of the transit systems. Each such bus transit system shall develop a transit safety program plan that complies with established standards and shall certify to the department that the plan complies with the standards. Following certification to the department, the bus transit system shall implement and comply with the plan during the operation of the transit system.

(b) Each bus transit system shall, as part of the safety program plan, require that all transit buses operated by the system be inspected at least annually in accordance with established standards. Qualified personnel of the bus transit system or public or private entities qualified by the bus transit system shall perform safety inspections. Each bus transit system shall certify annually in writing to the department that it has complied with its adopted safety program plan and, as part of that plan, that safety inspections have been performed by a qualified entity at least once that year on all transit buses operated by such system.

(c) If a bus transit system does not comply with paragraph (a) or paragraph (b) or if, upon certification by a bus transit system, the department has good cause to believe that the system is not complying with its adopted safety program plan or is not safe for passenger service, the department may conduct a review of the system for safety compliance. Upon completion of its review, the department shall provide a copy of the review report to the affected system. Any adverse findings and any corrective actions required and the time allowed for such actions must be stated in the report. If at any time continued operation of the system, or a portion thereof, poses an immediate danger to public safety, the system operator shall suspend affected system service until corrective action is taken. If the system operator fails to take corrective action or fails to suspend service when immediate danger to the public exists, the department may require the affected system service to be suspended.

History.—s. 6, ch. 84-340; s. 37, ch. 86-243.
CHAPTER 14-90
EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS

14-90.002 Definitions.

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) "Bus" means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:
   (a) Type I means over 22 feet in length, including bumpers.
   (b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) "Bus Transit System" means a community transportation coordinator, a public transit provider, or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) "Community Transportation Coordinator" means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) "Department" means the Florida Department of Transportation.

(5) "Drive" or "Operate" means all time spent at the controls of a bus in operation.

(6) "Driver" means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) "FMVSS" means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) "For Compensation" means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) "Manufacturer" means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:
   (a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.
   (b) Inspecting, servicing, or conditioning any vehicle.
   (c) Driving.
   (d) Remaining in readiness to operate a vehicle (stand-by).
   (e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) "Passenger" means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) "Paratransit" means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the
service. Paratransit service is provided by taxis, limousines, “dial-a-ride” buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) “Safe Condition” means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.

(15) “Safety Review” means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) “Security” means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) “Security Program Plan” or “SPP” means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) “Security Review” means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) “System Safety Program Plan” or “SSPP” means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) “Taxicab” means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) “Trailer Bus” means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) “Twenty-four Hour Period” or “24-Hour Period” means the consecutive time beginning at 12:00:01 a.m. to 12:00:00 a.m.

(23) “Unsafe Condition” means anything which endangers human life or property.

(24) “Personal wireless communications device” means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) “Use of a wireless communications device” means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual’s physical ability to perform, such as a hearing aid, is not included in this definition.

(26) “Wireless communications device” means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.004 Bus Transit System Operational Standards.

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set forth in this rule chapter.

(a) The SSPP shall address the following safety elements and requirements:

1. Safety policies and responsibilities.
2. Vehicle and equipment standards and procurement criteria.
3. Operational standards and procedures.
5. Driving requirements.
6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.
7. Vehicle maintenance.
8. Investigations of events described under subsection 14-90.004(5), F.A.C.
10. Equipment for transporting wheelchairs.
11. Safety data acquisition and analysis.
12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:
   a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and
   b. All personal wireless communications devices are turned off with any earpieces removed from the operator’s ear while occupying the driver’s seat.
13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:
   a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and
   b. The use of a wireless communications device does not interfere with the operator’s safety related duties.
14. The Bus Transit System shall develop a driver educational training program addressing:
   a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and
   b. The hazards associated with driving and utilizing a wireless communications device.
15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.
   b. Each bus transit system shall implement and comply with the SSPP during the operation of the system.
   c. Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.
   d. Each bus transit system shall submit an annual safety certification to the Department verifying the following:
      1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.
      2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.
      e. Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.
   (2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.
   a. The SPP shall address the following security requirements:
      1. Security policies, goals, and objectives.
      2. Organization, roles, and responsibilities.
      3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.
      4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.
      5. Procedures for the establishment of interfaces with emergency response organizations.
      6. Procedures for interagency coordination with local law enforcement jurisdictions.
      7. Employee security and threat awareness training programs.
      8. Security data acquisition and analysis.
      10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.
   b. Each bus transit system shall implement and comply with the SPP during the operation of the system.
   c. Bus transit systems that engage in a contract with a private contract transit provider shall:
      1. Establish minimum security requirements which apply to private contract transit providers.
      2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.
   d. Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.
   (3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The
criteria shall include the following:
(a) Driver qualifications and background checks meeting minimum hiring standards.
(b) Driving and criminal background checks for all new drivers.
(c) Verification and documentation of valid driver licenses for all employees who drive buses.
(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:
  1. Bus transit system safety and operational policies and procedures.
  2. Operational bus and equipment inspections.
  4. Basic operations and maneuvering.
  5. Boarding and alighting passengers.
  6. Operation of wheelchair lifts and other special equipment.
  7. Defensive driving.
  8. Passenger assistance and security.
  10. Security and threat awareness.
  11. Driving conditions.
(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:
  1. Communication and handling of unsafe conditions, security threats, and emergencies.
  2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.
  3. Application and compliance with all applicable federal and state laws, rules, and regulations.
(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.
(g) Bus transit systems shall maintain the following records for at least four years:
  1. Records of bus driver background checks and qualifications.
  2. Detailed descriptions of training administered and completed by each bus driver.
  3. A record of each bus driver’s duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.
(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.
(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.
(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:
(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer’s recommendations and requirements.
(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.
(c) Proper preventive maintenance is performed when a bus is assigned away from the system’s regular maintenance facility or when maintenance services are performed under contract.
(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at
least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive identification and ownership.
2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.
3. If not owned by the bus transit system, the name of any person furnishing a bus.
4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

(5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:

(a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.
(b) Injuries requiring immediate medical attention away from the scene for two or more individuals.
(c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than $1,000.
(d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

(6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.

(a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.
(b) The bus transit system shall monitor and track the implementation of each corrective action plan.

(7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

Rulemaking Authority 334.044(2), 341.061(1)(a) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History—New 9-7-87. Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.0041 Medical Examinations for Bus Transit System Drivers.

(1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.

(2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at www.dot.state.fl.us/transit.

(3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.
(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.
(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver’s employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard’s medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department’s medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department’s medical examination certificate.
(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

Rulemaking Authority 334.044(2), 341.061(1)(a) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b). (2) FS. History-New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.

14-90.006 Operational and Driving Requirements.

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22), and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions
such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:
   1. Service brakes.
   2. Parking brakes.
   3. Tires and wheels.
   4. Steering.
   5. Horn.
   7. Windshield wipers.
   8. Rear vision mirrors.
  10. Exhaust system.
  11. Equipment for transporting wheelchairs.
  12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.

(14) Bus transit systems shall require the driver to be properly secured to the driver’s seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History–New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.007 Vehicle Equipment Standards and Procurement Criteria.

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer’s gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.


(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit
systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practically located in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retention devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio visual.
alarm located in the driver’s compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer’s recommendations.
(a) No bus shall be operated with a tread groove pattern depth:
1. Less than 4/32 (1/8) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.
2. Less than 2/32 (1/16) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.
(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.
(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.
(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.


(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter’s Laboratory, Inc. The fire extinguishers shall be maintained as follows:
(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.
(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.
(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:
(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer’s GVWR, gross axle weight rating, or tire rating to be exceeded.
(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated with the operation of the lift or ramp.
(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver’s seat shall not be operable from the driver’s seat, but shall have an override control at the driver’s position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).
(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.
(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:
1. The manufacturer’s name and address.
2. The month and year of manufacture.
3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.
(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History—New 9-7-87. Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.

14-90.009 Bus Safety Inspections.

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.
(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.
(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

(a) Horn.
(b) Windshield wipers.
(c) Mirrors.
(d) Wiring and batteries.
(e) Service and parking brakes.
(f) Warning devices.
(g) Directional signals.
(h) Hazard warning signals.
(i) Lighting systems and signaling devices.
(j) Handrails and stanchions.
(k) Standee line and warning.
(l) Doors and brake interlock devices.
(m) Stepwells and flooring.
(n) Emergency exits
(o) Tires and wheels.
(p) Suspension system.
(q) Steering system.
(r) Exhaust system.
(s) Seat belts.
(t) Safety equipment.
(u) Equipment for transporting wheelchairs.
(v) Working speedometer.

(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:

(a) Identification of the individual(s) performing the inspection.
(b) Identification of the bus transit system operating the bus.
(c) The date of the inspection.
(d) Identification of the bus inspected.
(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.

(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).

(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of
four years by the bus transit system for compliance review.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.010 Certification.

(1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:

(a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.

(b) Compliance with its adopted SSPP and SPP.

(c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.

(d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.

(2) The certification shall include:

(a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.

(b) A statement signed by an officer or person directly responsible for management of the bus transit system attesting to compliance with this rule chapter.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(1)(a) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History—New 9-7-87, Amended 8-7-05, 9-16-10.

14-90.012 Safety and Security Inspections and Reviews.

(1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.

(2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit system within three business days of completion of the review and shall contain the following:

(a) Identification of the findings, including a detailed description of any deficiency.

(b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.

(c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

(3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.

(a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:

1. The required corrective action for the deficiency or unsafe condition.

2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.

(b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.

(c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History—New 11-10-92, Amended 8-7-05, 9-16-10.
HUMAN RESOURCES DEPARTMENT
PROCUREMENT DEPARTMENT
Customer Service Department

Manager of Customer Service
Terry Veley

CSR Supervisors
Kindretta Williams
Carl Gheen

Customer Relations Coordinator
Jennifer Sanborn

Vacant
Alexandra Soriano
Cynthializ Rodriguez
Debbie Sanchez
Diane Jordan
Georgia Hospedales
James Morris Rivera - PT
Jenny Rodriguez

Vacant - PT
Lakesha Hodge
Latoya Holden
Marco Garcia
Matthew Bullen
Maureen Lewis
Michael Johnson
Michael Maxwell

Miyunte Jones
Peggy Killingsworth
Rosemary Chitty - PT
Thesalie Williams
Tiffany Williams
Wanda Hunt
Yesenia Berrios
OPERATIONS DEPARTMENT

Director of Transportation and Maintenance
Tangee Mobley

Operations Analyst
Katherine Diamond

Deputy Director of Transportation
Juan Battle

Deputy Director of Vehicle Maintenance
David Rodriguez

Manager of Paratransit
Tim May
Paratransit and Contractors

Manager of Facilities Maintenance
Vacant

Administrative Assistant
Dawne Miles
Supports the Director of Transportation and Maintenance, Schedules Grievances, Assists Transportation as Needed

Please See Transportation Division For More Details
Please See Transportation Division For More Details
Please See Paratransit Division For More Details
Please See Facilities Maintenance Division For More Details
## Appendix D: LYNX Fleet Inventory

### LYNX Revenue Fleet Inventory

<table>
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<tr>
<td>21-309</td>
<td>35' LF BRT- G27B102N4</td>
<td>2009</td>
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Appendix E: LYNX Drug and Alcohol Policy

Central Florida Regional Transportation Authority Policies and Procedures

Policy: Substance Abuse Program Policy
For Safety Sensitive Positions

Issuing Dept: Human Resources

Effective Date: 6/4/12

Approved By LYNX Board of Directors, May 2012

John M. Lewis, Jr.
Chief Executive Officer

The Central Florida Regional Transportation Authority (hereinafter referred to as "LYNX") is dedicated to providing safe, dependable, and economical transportation services to our passengers. LYNX employees are our most valuable resource; therefore, it is the Agency's goal to provide a healthy, satisfying work environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and
- Encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

This policy is also intended to comply with all applicable Federal regulations governing workplace substance abuse and drug free workplace programs in the transit industry. The Federal Transit Administration (FTA) of the U. S. Department of Transportation (DOT) has published 49 CFR Part 555, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. LYNX Policy incorporates these requirements for non safety-sensitive employees and is noted in italicized type.

LYNX is dedicated to assuring fair and equitable application of the Substance Abuse Program Policy. Therefore, supervisors, managers and directors are required to use
and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor, manager or director who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action up to and including termination of employment.
1. **Background**

Pursuant to the Omnibus Transportation Employee Testing Act of 1991, the Federal Transit Administration (FTA) published regulations prohibiting drug use and alcohol misuse by transit employees and required transit agencies to test for prohibited drug use and alcohol misuse.

49 Code of Federal Regulations Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" mandates urine drug testing and breath alcohol testing for all employees in safety-sensitive positions. These regulations prohibit the performance of safety-sensitive functions when there is a positive drug or positive alcohol test result or when an employee refuses to submit to DOT required drug or alcohol testing.

In addition, the U.S. Department of Transportation (DOT) has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" to provide uniform procedures and standards for conducting drug and alcohol testing programs. The drug and alcohol-testing program of LYNX will be conducted in accordance with 49 CFR Parts 40 and 655, as amended.

Employees may request copies of the applicable regulations by contacting LYNX Designated Employer Representative (DER) listed in Section 28 of this Policy. Also, a copy of these procedures may be obtained from the Human Resources Department, or on-line in the Policies and Procedure section of http://lnlynx/lnLYNX/main.asp. It should be noted that 49 CFR Part 40 is also available on-line at http://www.dot.gov/osd/dapc/index.html. The DER is the custodian of the Drug & Alcohol records.

2. **Purpose**

This policy is established to comply with FTA drug and alcohol testing requirements to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the misuse of alcohol and the use of prohibited drugs. This policy is also intended to comply with and incorporate 49 CFR Part 29, The Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace.
3. **Covered Employees**

This policy applies to all safety-sensitive transit system employees, paid safety-sensitive part-time employees, contract employees, volunteers (when they receive remuneration) and contractors when they are on transit property or when performing any transit-related safety-sensitive business. This policy applies to off-site lunch periods, breaks, and/or off-duty hours, when an employee is scheduled to return to work. All policy items are implemented under the authority of the US Department of Transportation and/or the Federal Transit Administration (FTA). Safety-Sensitive Employees and Applicants for Safety-Sensitive Positions covered by this Policy include those who:

1. Operate a revenue service vehicle, including when not in revenue service;
2. Operate a non-revenue service vehicle when such is required to be operated by a holder of a commercial driver’s license;
3. Control the movement/dispatch of a revenue service vehicle;
4. Perform maintenance on a revenue service vehicle or equipment used in revenue service;
5. Carry a firearm for security purposes;
6. May perform any of the above safety-sensitive functions in a supervisory or training role.

The following LYNX positions are considered safety-sensitive positions:

**Transportation**

- Deputy Chief of Operations - Transportation
- Manager of Transportation
- Superintendent of Transportation
- Transportation Supervisor, Administration
- Transportation Supervisor
- Bus Operator

**Human Resources**

- Training and Development Coordinator
- Trainer (for Safety-Sensitive Positions)

**Maintenance**

- Deputy Chief of Operations - Maintenance
4. **Prohibited Substances**

In accordance with US DOT 49 CFR Parts 655 and 40, the following are prohibited substances:

- Cocaine
- Opiates (e.g., heroin, codeine)
- Phencyclidine (PCP)
- Cannabinoids (Marijuana)
- Amphetamines (includes methamphetamine and MDMA-Ecstasy)
- Alcohol Misuse as defined in Section 23, below.

5. **Prescription and Over the Counter Medications**

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought before performing safety-sensitive duties.

The misuse or abuse of legally prescribed drugs is prohibited. This includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs. This includes any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.
LYNX strongly encourages employees to inform their prescribing physician of the safety-sensitive job functions that they perform, in order to ensure that appropriate medications are prescribed. Therefore, all safety-sensitive employees have the responsibility to explain their job duties to their medical practitioner and ensure that the use of prescribed medication will not pose a safety risk to themselves, other employees, or the general public. It is recommended that the employee provide the medical professional with a copy of their current job description. Copies of job descriptions may be obtained by contacting Human Resources. Medications whose labels indicate, "May cause drowsiness," "affect mental functioning, motor skills or judgment," should not be selected.

It is the responsibility of every safety-sensitive employee, when selecting an over-the-counter medication, to read all warning labels before selecting it for use while in a working status. Failure to comply with this section is a violation of LYNX's Substance Abuse Program Policy.

6. **Employee Protections**

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee's privacy, the validity of the testing process and the confidentiality of the test results.

All urine drug testing and breath alcohol testing will be conducted in accordance, where applicable, with 49 CFR Part 40, as amended. All urine specimen collections, analysis and reporting of results shall be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS).

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

1. Except as required by law or expressly authorized in this section, LYNX shall not release employee information that is contained in records maintained per
2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.

3. LYNX shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.

4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

7. **Employee Responsibility to Notify LYNX of Criminal Drug Conviction**

   It is a violation of this policy for any employee to fail to immediately notify LYNX of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. Violating employee shall be immediately removed from safety-sensitive duties in accordance with the DOT 49 CFR Part 655, as amended and/or the Federal “Drug-Free Workplace Act”

8. **Employee Training**

   All safety-sensitive employees will undergo a minimum of sixty (60) minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use in personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

   Supervisors will also receive sixty (60) minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and sixty (60) minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

9. **Pre-employment Drug and Alcohol Background Checks**

   In compliance with 49 CFR Part 40.25, LYNX must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for
the previous two (2) years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. LYNX will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers to LYNX. An applicant/transferee who refuses to provide written consent will not be permitted to perform safety-sensitive functions for LYNX.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional’s evaluation, treatment and return-to-duty process in addition to a pre-employment drug test with negative results, prior to their employment into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart O.

10. Pre-Employment Testing

All safety-sensitive position applicants and transferees shall undergo a urine drug test prior to placement in a safety-sensitive position. LYNX must be in receipt of a negative urine drug test result prior to the performance of any safety-sensitive function. A canceled test result will require an applicant to undergo a subsequent pre-employment urine drug test, until a negative test result can be obtained. It should be noted that there is a zero tolerance and a positive drug test is cause for an applicant not to be hired.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was removed from the random testing pool, will be subject to a pre-employment urine drug test. LYNX must be in receipt of a negative drug test result prior to the employee being reinstated to safety-sensitive duty.

11. Random Testing

Employees in safety-sensitive positions shall be subject to random, unannounced testing. The minimum annual percentage rate for random alcohol testing and controlled substances testing shall be in accordance with 49 CFR Part 655, as amended.

The administering of random testing shall be spread reasonably throughout the calendar year and throughout all times of day when safety-sensitive functions are
performed. Each covered employee who is notified of selection for random alcohol or drug testing shall immediately proceed to the testing site.

Random alcohol testing shall be conducted while an employee is performing a safety-sensitive function or just before the employee is to perform a safety-sensitive function or just after the employee has performed a safety-sensitive function.

Random urine drug testing may be conducted anytime while an employee is on duty or on call for duty.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list.

12. **Reasonable Suspicion Testing**

All safety-sensitive employees are subject to reasonable suspicion urine drug testing and/or breath alcohol testing. Reasonable suspicion testing is required when one or more trained company officials can articulate and substantiate physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, or body odors of the employee. Reasonable suspicion testing for alcohol misuse can only be made when observations leading to that testing occur during, just preceding, or just after the period of the workday that the employee is required to be in compliance with FTA regulations.

13. **Post-Accident Testing**

**Fatal Accident:** A safety-sensitive employee shall be required to undergo urine drug and breath alcohol testing following an accident involving a revenue service vehicle that results in a fatality (regardless of whether or not the vehicle is in revenue service at the time of the event). Any other employee(s), i.e., maintenance personnel, dispatchers, controllers, whose performance could have contributed to the accident, shall also be tested. As soon as practical following an accident involving the loss of human life, surviving covered employees shall undergo drug and alcohol testing.

**Non-Fatal Accident:** Post-accident drug and alcohol testing shall be conducted if an accident results in injuries requiring immediate medical treatment away from
the scene, and/or if one or more vehicles incurs disabling damage that requires towing from a site; unless LYNX determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other safety-sensitive employee whose performance could have contributed to the accident shall be tested. The decision regarding whether or not the employee's performance could have contributed to the accident will be made in the sole discretion of LYNX using the best information available at the time of the decision.

Following an accident, the employee must be "readily available" for testing. Post accident tests will be done as soon as possible, all reasonable efforts shall be made to test the safety-sensitive employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required testing windows, LYNX shall prepare and maintain on file, a record stating the reasons the testing was not promptly administered and efforts to conduct testing shall cease.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee, who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing, shall be considered to have refused the test.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit an employee who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that an employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond LYNX's control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by LYNX (per 49 CFR Part 655.44).

Safety-sensitive employees who report an occupational injury or illnesses will be tested under LYNX authority using Non-DOT forms.
14. Refusal to Submit to Urine Drug Testing

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as described in sections 9-13. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have "refused testing". That employee will face the same consequences as if he or she produced a verified positive urine drug test result.

The following actions constitute a "refusal to test" in accordance with 49 CFR Part 40, as amended:

(1) Failing to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. (Pre-employment testing is not applicable);
(2) Failing to remain at the testing site until the testing process is complete;
(3) Failing to provide a urine specimen for any drug test required by this part or DOT agency regulations;
(4) In the case of a directly observed or monitored collection in a drug test, failing to permit the observation or monitoring of your provision of a specimen;
(5) Failing to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
(6) Failing or declining to take an additional drug test the employer or collector has directed you to take;
(7) Failing to undergo a medical examination or evaluation, as directed by the MRO (Medical Review Officer) as part of the verification process, or as directed by LYNX;
(8) Failing to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
(9) For an observed collection, failing to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
(10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
(11) Admitting to the collector or MRO that you adulterated or substituted the specimen;
(12) When the MRO verifies your drug test result as adulterated or substituted.
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SUBSTANCE ABUSE PROGRAM POLICY
FOR SAFETY SENSITIVE POSITIONS
Refusals to test will result in employee's immediate removal from safety-sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O.

If a safety-sensitive employee cannot provide a sufficient urine specimen (Section 40.193(b) the collector must do the following: Urge the employee to drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to three (3) hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. If the employee refuses to drink fluids, this is not considered a refusal to take a drug test. The employee must be told the time at which the three (3) hour period begins and ends.

15. Observed Urine Drug Collections

Observed collections are required in the following circumstances:

- All return-to-duty tests;
- All follow-up tests;
- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be canceled because the test of the split specimen could not be performed.

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must
witness the employee's urine leave the body and enter the collection cup. The collector/observer must be of the same gender as the employee being observed.

16. Specimen Analysis

All specimens will be analyzed in accordance with the procedures set forth in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

17. Dilute Test Results

Upon receipt of MRO verified negative-dilute drug test results with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, LYNX will exercise the option to require that applicants/employees submit to a secondary urine collection as provided in 49 CFR Part 40.197. The collection of the second specimen will not be conducted under direct observation. The result of the second urine drug test will be accepted as the final result.

LYNX will exercise this option uniformly for all pre-employment and random tests that produce a negative-dilute test result with creatinine levels greater than 5mg/dl but less than 20mg/dl.

Upon receipt of a positive-dilute urine drug test result, LYNX will immediately remove the employee from safety-sensitive duty and provide the employee with a referral to a DOT qualified Substance Abuse Professional. A positive dilute result is always deemed as a final positive result.

Per LYNX Authority, violation of this substance abuse policy will result in termination of employment.

18. Medical Review Officer’s Role and Responsibilities

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. LYNX shall use the following MRO:

Name of MRO: Dr. Jock Snedden, MD
Solantic/WORC
The role of the MRO is to review and interpret confirmed positive test results obtained through the employer’s testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual’s medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations.

Additionally, the MRO cannot accept an assertion of consumption of a hemp food product as a basis for verifying a confirmed marijuana (THC) test result as a negative. Consumption of a hemp food product and medical marijuana is not to be considered a legitimate medical explanation for a prohibited substance or metabolite in an individual’s specimen.

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

19. Verified Positive Results

MRO verified positive urine drug tests will result in immediate removal from safety-sensitive duties and information regarding the services of a DOT qualified Substance Abuse Professional, as outlined in 49 CFR 40.281 Subpart O will be provided. See Section 26: “Disciplinary Consequences for a Positive Test for Prohibited Drugs”.

20. Canceled/Invalid Test Results

A drug test that has been declared canceled by the Medical Review Officer (MRO), because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a canceled test.
When a negative urine drug test result is required (as is the case with pre-employment, return-to-duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended. The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return-to-duty or follow-up test.

For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be canceled and therefore considered neither positive nor negative.

21. Split Specimen Testing

Split specimen collection procedures will be followed in obtaining specimens. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Canceled". The procedures for canceled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct observation collection procedures will be in accordance with 49 CFR Part 40 as amended.

Split Specimen Testing is not authorized for test results reported by the MRO as "Invalid".

Payment of Split Specimen Testing:

When an employee has made a request to the MRO for a test of the split specimen, LYNX is required to ensure that the cost of the split specimen testing is covered, in order for a timely analysis of the sample. LYNX will seek reimbursement from the employee for the cost of the completed test, if the results reconfirm the original positive finding.

22. Alcohol
For the purposes of this policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol. 49 CFR Part 655 authorizes alcohol testing and requires LYNX to take action on the findings, regardless of whether it was ingested as a beverage alcohol or in a medicinal or other preparation.

All safety-sensitive employees will be tested for alcohol and or drugs in the following circumstances: pre-employment, post-accident, reasonable suspicion, and random as set forth in 49 CFR 655.31.

23. **Alcohol Use and Breath Alcohol Testing**

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be under the influence of alcohol while performing safety-sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety-sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to LYNX in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing
will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

LYNX affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentially shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for (8) eight hours unless a retest results in a concentration measure of less an 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. An employee testing positive for alcohol will be immediately removed from safety-sensitive duty and will be provided with a referral to a DOT qualified Substance Abuse Professional, in accordance with 49 CFR Part 40, as amended.

No LYNX employee is permitted to report for duty or remain on duty when their ability to perform assigned functions is adversely affected by alcohol or when their breath alcohol concentration is 0.02 or greater. No employee shall consume alcohol while on duty, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. Employees on call should not consume alcohol within 4 hours of reporting for duty, or during the hours that they are on call. Per LYNX Authority, violation of this Substance Abuse Program Policy will result in termination of employment.

24. Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to Alcohol Testing:

(1) Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
(2) Fail to remain at the testing site until the testing process is complete.
(3) Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations.
(4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
(5) Fail to undergo a medical examination or evaluation, as directed by the LYNX DER.

(6) Fail to sign the certification at Step 2 of the ATF.

(7) Fail to cooperate with any part of the testing process.

Per LYNX Authority, violation of this Substance Abuse Program Policy will result in the termination of employment and/or exclusion from hire.

25. Prohibited Conduct

The Manufacture, Trafficking, Possession and Use as outlined in the Drug-Free Workplace Act of 1988, transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of prohibited substances on LYNX premises, in transit vehicles, in uniform or while on company business. Compliance with the Drug-Free Workplace Act of 1988 is required of all recipients of Federal funding and is a condition of employment for all LYNX employees to abide by its terms.

Under the Drug-Free Workplace Act, all employees are required to notify LYNX of any criminal drug conviction or arrest within five (5) days after such conviction or arrest. Failure to comply with this provision shall result in disciplinary action up to and including termination of employment. LYNX will notify FTA of any employee criminal drug statute conviction within ten (10) days of notification of conviction.

Employees who violate this provision will be discharged. Where criminal activity is suspected, law enforcement shall be notified as appropriate.

26. Disciplinary Consequences

A Commercial Driver’s License Suspension Due To A DUI Conviction:

Employees must notify LYNX within five (5) days of receiving the DWI/DUI. Any safety-sensitive employee who has been arrested for DWI/DUI will be suspended or may be re-assigned to a non-safety-sensitive position, should a position be available, for a maximum period of ninety (90) days and will not be permitted to operate any LYNX vehicle, under any circumstances. If the employee’s CDL is not reinstated at the end of ninety (90) days, he/she will be terminated.

Disciplinary Consequences for Positive Alcohol Test Results:
A confirmed Breath Alcohol Content (BAC) of 0.02 or greater, but less than 0.04, the employee will be immediately removed from his/her safety-sensitive duties. The employee will remain off duty until their next scheduled duty period, but not less than eight (8) hours following the administration of the test. Under LYNX authority, prior to returning to safety-sensitive functions or duty, the employee will be retested for alcohol. The breath alcohol concentration must be less than 0.02 before the employee may return to safety-sensitive functions.

A confirmed Breath Alcohol Content (BAC) of 0.02 or greater, but less than 0.04, the employee will be immediately removed from his/her safety-sensitive duties. The employee will remain off duty until their next scheduled duty period, but not less than eight (8) hours following the administration of the test. Under LYNX authority, prior to returning to duty, the employee will be retested for alcohol. The breath alcohol concentration must be less than 0.02 before the employee may return to duty.

Any second offense by an employee will result in immediate removal from safety-sensitive duties and immediate termination of employment.

Disciplinary Consequences for a Positive Test for Prohibited Drugs:

Prohibited drugs are marijuana, cocaine, opiates, alcohol, phencyclidine and amphetamines. Based on LYNX Policy, any employees testing positive or above the blood alcohol content of .04 milligrams will be immediately terminated.

27. Voluntary Treatment Requirements

The provisions of this section apply to employees who voluntarily seek treatment before a disciplinary matter develops and/or prior to notification for a drug or alcohol test.

All employees are encouraged to voluntarily make use of the available resources for treatment for alcohol misuse and illegal drug use or dependency. If an employee voluntarily discloses a substance abuse problem before a disciplinary matter develops and/or before notification for a required test, he or she will be subject to substance abuse treatment, fitness-for-duty, sequence testing under LYNX authority (using non-DOT testing forms) and will receive a Re-entry Contract.
The employee who voluntarily informs LYNX Management of his or her drug use or dependency will be referred to the Employee Assistance Program (EAP). The employee will be evaluated by a Substance Abuse Professional (SAP). The employee will adhere to the course of treatment as prescribed by the SAP. Failure to comply with the requirements for treatment shall be grounds for termination.

The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees who voluntarily disclose a substance abuse problem will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

After completion of treatment, the employee will be required to pass a fitness-for-duty drug and/or alcohol test and will receive a Re-Entry Contract. The purpose of the fitness-for-duty testing is to provide a degree of assurance that the employee is drug and alcohol free (i.e., the employee is able to return to work without undue concern of continued drug abuse or alcohol misuse). A fitness-for-duty test will include drug and alcohol testing as well as other return-to-duty requirements. The employee must have a verified negative drug test result and a breath alcohol test result before returning to work.

After treatment and a negative fitness for duty drug and/or alcohol test, the employee will be eligible for a Re-Entry Contract. The Re-Entry Contract may include (but is not limited to):

- An unpaid minimum of a thirty (30) day suspension. The Substance Abuse Professional will determine return-to-duty date.
- Mandatory counseling with the Employee Assistance Program. The EAP will be designated by LYNX.
- Mandatory counseling with the Substance Abuse Professional. The EAP will designate the SAP.
- A negative return-to-duty observed drug and/or alcohol test.
- Following instructions given to the employee by the Substance Abuse Professional.
- A release-to-work statement from the Substance Abuse Professional.
- An agreement to unannounced, frequent, follow-up observed testing for a period of one (1) to three (3) years with at least six (6) tests performed the first year.
- An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.
Any employee refusing to take a drug or alcohol test and/or with a positive test result will be subject to termination.

28. Drug and Alcohol Program Manager or Designated Employer Representative

Program Manager/Designated Employer Representative:
Name: Director of Risk Management and Safety
Address: 2500 LYNX Lane
Phone: 407-841-2279

Medical Review Officer:
Name: Dr. Jock Sneddon, MD, Sol antic/WORC
Address: 7751 Kingspointe PKWY, Suite 114
          Orlando, FL 32819
Phone: 407-581-9672
Fax: 407-581-9673

Employee Assistance Program:
Name: Charles Nechtem Associates, Inc.
Phone: 1-800-531-0200
      595 Bay Isles Road, Suite 115
      Longboat Key, Florida 34228
Employee Acknowledgement of Receipt
Of Central Florida Regional Transportation Authority d.b.a. LYNX

Substance Abuse Policy

I have received a legible copy of CFRTA d.b.a. LYNX Substance Abuse Policy. I understand that my employment with LYNX is conditioned upon full adherence to this policy.

Employee Name: __________________________________________

Employee Signature: _______________________________________

Date: ____________________________________________________

Supervisor Name: _________________________________________

Supervisor Signature: _____________________________________

Date: ____________________________________________________
## Appendix F: LYNX Incident and Accident Forms

**Operator Report**

**Transportation Department**

### LYNX Case #

(for risk management use only)

**Police Agency**

YES NO _________

**Police Case #** _________

**Date** _________/_______/_______  **Route #** _________  **Block #** _________  **Run #** _________

**Time** AM/PM  **City** _________  **Location** _________

**Road Conditions** □ Dry  □ Wet  □ Debris  □ Other (please describe) _________

**Weather** □ Clear  □ Cloudy  □ Raining  □ Foggy/misty  □ Other (please describe) _________

### LYNX Operator Name

___________

**Badge #** _________  **Bus/Veh #** _________

**D.O.T. Card #** _________  **D.O.T. Expiration Date** _________

### Other Vehicles Involved

□ Auto  □ Light truck or SUV  □ Motorcycle  □ Tractor/Trailer

□ Rail Vehicle  □ Other (please describe) _________

**Year** _________  **Make** _________  **Model** _________  **Tag #** _________  **State** _________  **Year Exp.** _________

### Other Driver's Name

___________

**Address** _________  **City/State/Zip** _________

**Date of Birth** _________  **Sex** M / F  **Injured??** YES / NO  **Transported??** YES / NO  **Phone #** _________

### Insurance Company

___________

**Policy #** _________

### Vehicle Removed By:

□ Driver  □ Tow Truck  □ Other _________

### Damage Other Than Vehicles

**Item** _________  **Owner's Name** _________  **Address** _________  **Phone #** _________

**Bike Rack Involved** YES NO  **Wheelchair Lift Involved** YES NO

### INJURED PEOPLE

**Name** _________  **Bus/OV** _________  **Injured** (Y) (N)  **Transported** (Y) (N)  **Address** _________  **Phone #** _________  **Gender** M / F  **Age** _________

1. _________  (Y) (N)  _________  _________  _________  _________

2. _________  (Y) (N)  _________  _________  _________  _________

3. _________  (Y) (N)  _________  _________  _________  _________

*Age range: (1) Child (12 and under)  (2) Teen (13-16)  (3) Adult (19-60)  (4) Senior Citizen (60 and up)  (5) Unknown

**Courtesy Cards Filled out:** YES NO  **Number of Cards** _________

**Witness Names** _________  **Address** _________  **Phone #** _________  **Age** _________

1. _________  _________  _________

2. _________  _________  _________

**Was Dispatch notified (Y) (N)**  **Supervisor on Scene** _________

### OPERATOR Name (Print)

___________

**Operator Signature** _________

### Dispatch/Sup Signature

___________

**Sup#** _________  **Manager** _________

---

*This report is the property of LYNX & not for public disclosure. LYNX regards this material as "Confidential" and exempt from disclosure under the Public Records Act according to 51 Statutes 759, 2815(c)(6).*
**PASSenger Accident/Incident Information**

Passenger Fell While:
- [ ] Boarding
- [ ] Alighting
- [ ] Front Door
- [ ] Rear Door

Fell In Bus:
- [ ] Yes
- [ ] No

Starting:
- [ ] Yes
- [ ] No

Stopping:
- [ ] Yes
- [ ] No

En Route:
- [ ] Yes
- [ ] No

Going Straight:
- [ ] Yes
- [ ] No

Curve:
- [ ] Yes
- [ ] No

Accident Avoidance:
- [ ] Yes
- [ ] No

Passenger Struck by Door:
- [ ] Yes
- [ ] No

Fell Near Bus:
- [ ] Yes
- [ ] No

Before Boarding:
- [ ] Yes
- [ ] No

At Bus Stop:
- [ ] Yes
- [ ] No

At Time Of Accident/Incident Was Pedestrian: At Crosswalk? (Yes) (No)

At Bus Stop? (Yes) (No)

On Bike (Yes) (No)

---

**BUS/Vehicle Accident/Incident Information**

Bus /Vehicle Action:
- [ ] Going Straight
- [ ] Making a transit stop
- [ ] Leaving a transit stop
- [ ] Negotiating a curve
- [ ] Making a turn
- [ ] Changing Lanes
- [ ] Stopped
- [ ] Other

Bus/Vehicle Collision Type:
- [ ] Head-on
- [ ] Rear-ended
- [ ] Rear-ending
- [ ] Other Front Impact
- [ ] Side Impact
- [ ] Sideswipe
- [ ] Other (please describe)

---

**Narrative**


---

(4/14 cm/lh)
ADMINISTRATIVE RULE 4
PROCUREMENT AND CONTRACT ADMINISTRATION

DATE: May 22, 2014

SCOPE:

This Administrative Rule applies to the process by which the Authority contracts for labor, services, goods, and materials for its business, both in the normal and ordinary course of business and in emergency situations. It establishes the process and procedure to be followed by the Authority, the Governing Board, and Authority Staff in regard to said matters.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE 4: Procurement and Contract Administration

4.1 Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided for such terms as set forth in Administrative Rule 1.

4.2 General Provisions.

4.2.1 Establishment, Scope, and Purpose. The Governing Board has established this Administrative Rule governing Procurement and Contract administration. The purpose of this Administrative Rule is to place the Authority's contracting function under a centralized system, enabling the Authority to (i) establish policies governing all Procurements and Contracts, (ii) provide for fair and equitable opportunity for all persons doing business with the Authority, and (iii) provide safeguards for maintaining a structured procurement system of quality and integrity.

4.2.2 Applicability. This Administrative Rule shall apply to all Procurements and Contracts by the Authority and the administration of all procurement actions including Contracts by the Authority.

4.2.3 Federal and State Applicability. The Authority receives Federal and State funds. Therefore, Procurements must be conducted in accordance with all Federal and state regulations that apply to the particular Procurement. The Authority (either through its Governing Board or its Chief Executive Officer) may modify Authority procedures including provisions of this Administrative Rule in order to comply with procedures for state or Federally funded grant programs. Any modification by the Chief Executive Officer shall be noticed to the Governing Board as an information item at the next scheduled meeting if said modification is
material. The Governing Board may waive any or all regulations, including, without limitation, this Administrative Rule, in order to comply with a Federal or state law.

4.2.4 Discretion/Waiver Right of Authority. This Administrative Rule 4 is solely for the benefit of the Authority, and establishes the guidelines by the Governing Board by which the Authority Staff is to undertake the procurement functions of the Authority. By adopting this Administrative Rule 4, the Governing Board does not intend to grant to third persons any legal rights in the overall process, as the process is to enable the Authority, in its discretion, to obtain for the benefit of the Authority the best contracts as determined by the Authority in its discretion. Thus, the Governing Board (without limitation) and the Authority Staff as set forth in this Rule, will have the discretion as to who is to be awarded a Contract and on what terms and conditions. With this background and not by way of limitation:

A. As this Administrative Rule has been adopted by the Governing Board, any determination to be made under this Administrative Rule (including who is to be awarded a Contract with the Authority) may be made by the Authority (meaning the Governing Board) in its absolute discretion. In that regard, the Authority will, as set forth above, have ultimate and final authority as to all matters and may waiver or modify all issues in regard to any procurement, whether procedural, material or otherwise. As such, the award of any contract by the Governing Board will be final and will be not subject to any appeal.

B. The CEO or the Director of Procurement may also make determinations regarding the procurement process in its or his/her discretion but only as to procedural and non-material items (any material or substantive changes will need to be made by the Governing Board). In addition, the Authority (through the CEO or the Director of Procurement with respect to any procedural or non-material items) shall have the right in its discretion to modify or waive any of these Rules or the terms of any RFP or similar request with respect to any particular Procurement or in regard to any proposal/ability to award and approve Contracts. This Section is intended to vest in the Authority, the CEO, or the Director of Procurement as broad discretion as possible for the benefit of the Authority in this process.

C. In regard to determinations made by the Director of Procurement, his/her determination to waive any procedural matters is included in said discretion and, further, as to a non-material item, that is also within the discretion of that person. With respect to any issue as to whether an item is procedural or non-material, the decision if required by the Chief Executive Officer shall be final and determinative, absent a clear abuse of discretion. However, in any event, the Governing Board as set forth under paragraph A above can make any such decision.
D. The preliminary recommendation or ranking as to any award of a Contract, whether by the SEC, the CEO, or the Director of Procurement shall not vest in that person any legal right unless and until a final Contract has been fully executed between that person and the Authority. As such, until such time as such a Contract has been executed, the Authority (including the awarding person such as the Director of Procurement) may, in its absolute discretion, refuse to enter into a Contract, may reject the recommendation of the ranking party, may terminate the RFP or other process, and may elect to award the Contract to other persons submitting a proposal. By way of illustration and not limitation, any ranking which may be furnished to the Governing Board in any procurement is only a recommendation to the Governing Board, and the Governing Board, in its absolute discretion may elect to award the Contract to any person.

E. In regard to the procurement process, the CEO or the Director of Procurement, as set forth above, may waive any defect in any proposal at any time.

F. In the event any person submitting a proposal to the Authority should file a Protest under Administrative Rule 6, nothing contained in this Administrative Rule 4 (or in Administrative Rule 6) shall further grant any legal right to a protesting party to assert that any Contract should be awarded to that particular party due to any provisions of Administrative Rule 4 or any right as to the process by which the Authority will resolve any such Protest. Any such Protest is for the benefit of the Authority which is to be determined by the Authority in its discretion in order for the Authority to determine who in the best interest of the Authority should enter into a Contract.

4.2.5 **Procurement Department.** The Procurement Department shall administer and facilitate the Procurement process.

4.2.6 **Approval of Awards/Delegation of Authority.** Except as expressly provided herein, all approvals and awards of Procurements, whether by Request for Quotation, Invitation for Bid, Request for Proposals, work order or any other method authorized hereunder, and whether by Contract or any other method, shall require the approval of the Governing Board, or through delegated authority as set forth in this Administrative Rule.

4.3. **Requirement For/Exclusions From Competitive Bidding.**

4.3.1 **General Requirement for Competitive Bidding.** Except as otherwise provided below or elsewhere in these Administrative Rules, all Procurements will generally be sought through competitive bidding.

4.3.2 **Exclusions From Competitive Bidding.** Certain transactions cannot be handled through competitive bidding. The following transactions shall not be subject to a
requirement for competitive bidding but will still be required to be approved by the Governing Board or through delegated authority as set forth in these Administrative Rules:

A. Agreements between the Authority and governmental entities (i.e. interlocal agreements).

B. Agreements between the Authority and non-profit organizations (i.e. interlocal agreements).

C. Procurement of Direct Pay items in accordance with and subject to governing or applicable limits or Federal laws for the following: dues and memberships in trade or professional organizations, subscriptions for periodicals deemed necessary but ancillary for delivering of transportation services, advertisements, postage, expert witnesses, abstracts of titles for real property, closing costs and processing fees for acquisitions, title insurance for real property, deeds, judgments, debt service, mortgagee(s), collective bargaining agreements, salaries, taxes, auto allowance, borrowing of money, pensions, bonds, certificates of insurance, employee service performance awards, water, sewer, and electrical utility services, copyrighted books deemed necessary but ancillary for delivering of transportation services, videos deemed necessary but ancillary for delivering of transportation services, fees, costs of job-related seminars, training, catering service, and fees, licenses, permits, approved travel expenses for the Authority, and non-recurring charges deemed necessary but ancillary for delivering of transportation services.

D. The lease or purchase of real property, such as land, easements, rights-of-way, existing buildings, structures, or improvements.

E. Goods and/or services given to, or accepted by the Authority via gift, grant or bequest.

F. Goods purchased with petty cash, not to exceed $150.00.

G. Purchases of goods and/or services through joint utilization of existing governmental competitive contracts available to the Authority pursuant to State or Federal law, commonly referred to as "Piggyback Contracts." Piggyback Contracts may also include the piggybacking under contracts entered into with any governmental jurisdiction such as Schedules (i.e. GSA Schedule 70, State of Florida) Purchasing Cooperatives, etc. consistent with any applicable funding requirements.

H. Blanket Purchase Orders under $3,000.00 per fiscal year.

I. Items purchased for resale to the general public.

J. Micropurchases under $3,000.00 per fiscal year.
K. Contracts for obtaining of labor for the Authority through the collective bargaining process.

L. Emergency purchases.

M. Sole Source Procurements.

N. Bus Advertising Contracts.

O. Revenue Contracts.

P. Short-Term Bus Service Agreements.

Q. Financially Exigent Agreements.

R. Other methods of Procurement as determined by the Governing Board from time to time.

4.3.3 **Bidding Process for Procurements.** Subject to the further provisions of Section 4.3.2, and unless otherwise provided in these Administrative Rules, the following dollar amounts will determine the process to be followed by the Authority in regard to a particular Procurement:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Process to be Followed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above $50,000.00</td>
<td>A formal competitive bidding process is required such as but not limited to an IFB or an RFP.</td>
</tr>
<tr>
<td>$50,000.00 or less, but above $3,000.00</td>
<td>Generally a Request for Quotation which would require two or more quotes which could be done by phone, email, etc.</td>
</tr>
<tr>
<td>$3,000.00 or less</td>
<td>Does not require formal competitive process but does require that purchases generally be distributed among vendors and that the price be fair and reasonable in the opinion of the Authority.</td>
</tr>
</tbody>
</table>

The provisions of this Section shall not be applicable to any Procurement under Section 4.3.2 or as otherwise determined by the Governing Board.

4.3.4 **Sole Source Procurements.**

A. A determination of sole source may be made by the Chief Executive Officer after conducting a good faith review of available sources, which demonstrates there is only one viable source for the required supply, service, or item. A record of determination of the sole source shall be maintained by the Director of Procurement. Any such sole source
Procurement shall conform to the requirements of FTA and applicable State or Federal law.

B. For a commodity or service to be deemed as a sole source Procurement, the Procurement Department must have the appropriate written documentation approved by the Director of the requesting Department proving at least one of the following:

1. The item is available only from a sole source;

2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

3. FTA authorizes noncompetitive negotiations;

4. After solicitation of a number of sources, competition is deemed inadequate; or

5. The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The Authority must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.

C. The procedure for acquiring a sole source procurement shall not waive the approval/execution requirements otherwise set forth in these Administrative Rules. Thus, for example, a Major Contract, if found to be a sole source procurement, must still be approved by the Governing Board.

D. Any sole source procurement shall be reported to the Governing Board at its next meeting as an information item.

4.4. **Contract Authority – Who May Approve and Execute Contracts.**

4.4.1 The following chart typically sets forth the approval required for a particular Contract, and is subject to the more specific provisions of the applicable Rule:

[Chart begins on following page.]
<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Required/Permitted Approval</th>
<th>Rule Reference</th>
<th>Ability to Delegate Approval Authority</th>
<th>Who Can Execute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Contract</td>
<td>Governing Board</td>
<td>4.4.2</td>
<td>No. The Governing Board does, however, have the authority when it approves the Contract to delegate authority.</td>
<td>The Chairman as well as the CEO or, in the CEO's absence, the GM. The Governing Board in approving the Contract, can further delegate or restrict authority as to who can execute the Contract.</td>
</tr>
</tbody>
</table>

**NOTE:** Generally speaking, every Contract is a Major Contract requiring approval by the Governing Board, unless otherwise provided in these Administrative Rules.

**NOTE:** Thus, once the Governing Board has approved the Contract, it can be executed by the Chairman or CEO or, in the CEO's absence, the GM, provided the actual Contract does not vary in any material adverse way from what was approved by the Governing Board. Otherwise, the Contract would need to go back to the Governing Board for re-approval.

**NOTE:** In addition, once the Governing Board has approved a Contract, the CEO is authorized to take whatever action may be appropriate or necessary to fulfill said approval by the Governing Board regarding said Contract, provided, however: if such action is either
<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Required/Permitted Approval</th>
<th>Rule Reference</th>
<th>Ability to Delegate Approval Authority</th>
<th>Who Can Execute</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Options for Major Contracts</td>
<td>CEO, provided:</td>
<td>4.4.3</td>
<td>The Governing Board can delegate the authority to approve any Option. CEO cannot delegate his/her authority to approve the exercise of any Option.</td>
<td>CEO or in the absence of the CEO, any other Senior Officer, provided the CEO has approved the exercise of the Option.</td>
</tr>
</tbody>
</table>

**NOTE:** Any approval of an option under this provision shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board. **NOTE:** Any Option not falling within this category requires approval by the Governing Board.

**NOTE:** Thus, if the Governing Board does not specifically authorize staff to exercise options, options must come back to the Governing Board for approval.
<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Required/Permitted Approval</th>
<th>Rule Reference</th>
<th>Ability to Delegate Approval Authority</th>
<th>Who Can Execute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Contract</td>
<td>CEO</td>
<td>4.4.4</td>
<td>Yes. CEO can delegate authority by written authorization to approve said Minor Contract to:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.4.5</td>
<td>a) GM, CAO or CFO if Contract has a value of $150,000 or less.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>b) any Senior Officer and the Director of Procurement if Contract has a value of $50,000 or less.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>c) Procurements/Contracts Manager if Contract has a value of $25,000 or less.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>d) Procurement Department Contract Administrators or Buyers if Contract has a value of $5,000 or less.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>e) Individual Authority Employees for micro-purchasers if Contract has a value of $3,000 or less.</td>
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<tr>
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<td></td>
<td></td>
<td>The same party to whom authority has been delegated can execute the Contract.</td>
<td></td>
</tr>
</tbody>
</table>

4. Bus Advertising Contracts

a) Level 1 Contracts – Contract does not exceed $180,000 in the aggregate and the term does not exceed 12 months.

b) Level 2 Contracts – Contract exceeds $180,000 but is less than $300,000, or it has a term greater than 12 months.

c) Level 3 Contracts – all other Bus Advertising Contracts.

a) GM, CEO or CFO.

b) CEO provided that the Contract receives prior approval by the Authority’s general counsel.

c) Must be approved by the Governing Board and reviewed by Authority’s general counsel

a) If the Contract is less than $150,000, then the CEO can further delegate under 3 above

b) No.

c) No.

a) GM, CFO or CEO

b) CEO

c) As determined by Governing Board in its approval. See i above as this would be a Major
<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Required/Permitted Approval</th>
<th>Rule Reference</th>
<th>Ability toDelegate Approval Authority</th>
<th>Who Can Execute</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTE: A summary of new Bus Advertising Contracts shall be provided as information items to the Governing Board at its next meeting. If the Bus Advertising Contract involves a Bus Trade, then that Bus Trade must be approved by CEO.</td>
<td></td>
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</tbody>
</table>

### Emergency Purchases

**NOTE:** Any such Contracts shall be reported to the Governing Board as soon as practicable (and in any event within ten (10) days after said action has been taken). In addition, the CEO will brief the Governing Board of said action at its next scheduled meeting as a discussion item.

<table>
<thead>
<tr>
<th>5 Emergency Purchases</th>
<th>a) CEO, without Governing Board approval, if amount involved is $150,000 or less.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>b) If the amount exceeds $150,000, then the CEO in light of the emergency circumstances shall attempt to contact the Chairman of the Board or, in his/her absence, the Vice-Chairman for approval and oversight; if the Chairman and the Vice-Chairman cannot be contacted or the circumstances are such that the emergency does not allow time to contact the Chairman and the Vice-Chairman, then the CEO will have authority to approve and execute the Contract.</td>
</tr>
<tr>
<td></td>
<td>c) Authority is also provided to the</td>
</tr>
</tbody>
</table>

4.4.7

| a) For amounts of $150,000 or less, the CEO may delegate with written authorization to any Senior Officer. |
| b) CEO may not delegate amounts in excess of $150,000; but amounts in excess of $150,000 can be delegated to any Senior Officer if approved in writing by the Chairman of the Board, or in his/her absence, to the Vice-Chairman. |

a) CEO or whoever the CEO may delegate. |

b) In the absence of CEO, any other Senior Officer may execute if approved in writing by Chairman or Vice-Chairman.
<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Required/Permitted Approval</th>
<th>Rule Reference</th>
<th>Ability to Delegate Approval Authority</th>
<th>Who Can Execute</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Chairman of the Board or, in the absence of the Chairman and the CEO, then the Vice Chairman of the Board. However, in the absence of the CEO, the Chairman of the Board or in his/her absence, the Vice Chairman may delegate authority to execute to any Senior Officer to approve and execute the Contract.</td>
<td>4.4.9</td>
<td>a) CEO</td>
<td>a) CEO</td>
</tr>
<tr>
<td>6 Fuel Purchases</td>
<td>a) Governing Board Approval is required to approve authorized vendors to sell fuel to the Authority. This would be through a competitive bidding process. In said approval, the Governing Board can establish the conditions for the actual purchases of fuel by the CEO or other persons. The approval by the Governing Board of a vendor and a master contract does not of itself delegate authority to actually purchase fuel from that approved vendor. Any such authority must be set forth in either the Governing Board Resolution or in the Administrative Rules.</td>
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<td></td>
<td>b) In the event the Authority wishes to purchase fuel under an approved contract based on OPIS</td>
<td></td>
<td>b) CEO may delegate in writing for purchases under the OPIS contract authority to do so to any other Senior Officer, or Director of Procurement if written delegated authority is given.</td>
<td></td>
</tr>
<tr>
<td>Amount of Contract</td>
<td>Required/Permitted Approval</td>
<td>Rule Reference</td>
<td>Ability to Delegate Approval Authority</td>
<td>Who Can Execute</td>
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<td></td>
<td>pricing or on the spot market, the CFO is authorized to do so but any purchase of fuel beyond a seven-day commitment would require approval of the Chairman.</td>
<td>4.4.12</td>
<td>Officer or the Director of Procurement, within the seven-day limitation.</td>
<td>c) CEO</td>
</tr>
<tr>
<td></td>
<td>c) The CEO may purchase future contracts under a Contract approved by the Board, provided that the price per gallon does not exceed the price which the Authority's staff has utilized in establishing the Authority's budget for fuel for the period to which the purchase relates.</td>
<td></td>
<td>c) No</td>
<td></td>
</tr>
<tr>
<td>7. Short-Term Bus Service Agreement</td>
<td>CEO if the dollar value of the agreement does not exceed $500,000.</td>
<td></td>
<td>Yes.</td>
<td>CEO or its designee.</td>
</tr>
<tr>
<td></td>
<td>Chairman of the Board if the dollar value of the agreement exceeds $500,000.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Amount of Contract</strong></td>
<td><strong>Required/Permitted Approval</strong></td>
<td><strong>Rule Reference</strong></td>
<td><strong>Ability to Delegate Approval Authority</strong></td>
<td><strong>Who Can Execute</strong></td>
</tr>
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<td>------------------------</td>
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</tr>
<tr>
<td>8. Financially Exigent Agreement</td>
<td>CEO if the agreement or renewal, as applicable, is less than $150,000. Chairman of the Governing Board if the agreement or renewal, as applicable, is $150,000 or more.</td>
<td>4.4.13</td>
<td>Yes, by the Chairman of the Governing Board.</td>
<td>CEO or by any Senior Officer if so designated in writing by the Chairman.</td>
</tr>
</tbody>
</table>

The above Chart is specifically subject to the further provisions of each specific rule.

4.4.2 **Major Contracts (Including Contracts Above $150,000.00).** Except as otherwise expressly set forth in a resolution by the Governing Board or in these Administrative Rules (e.g. Emergency Purchases), all Major Contracts must be approved by the Governing Board. In that regard:

A. The Governing Board shall have the authority by resolution to delegate authority to approve Major Contracts on such terms as the Governing Board may determine.

B. Once approved by the Governing Board, any Major Contract can be executed by the Chairman or the CEO or, in the CEO's absence, the GM, unless otherwise provided in said approval. The Governing Board in approving the Major Contract may also authorize other Authority employees to execute said Contract. If the Contract contains any material adverse change from what the Governing Board approved, the further approval of the Governing Board is needed. Also, with the prior written approval of the CEO, any Senior Officer has authority to take such actions as may be appropriate or necessary to carry out the action by the Governing Board, **provided, however,** if either (i) said action varies materially from the Governing Board approval, or (ii) is materially adverse to the Authority (e.g., a substantial financial increase from that budgeted), then the further approval of the Governing Board would be required.

C. Generally, every Contract is deemed to be a **“Major Contract”** which requires Governing Board approval, unless otherwise provided in these Administrative Rules or as otherwise provided from time to time in a resolution approved by the Governing Board.

D. In order to determine whether a Contract exceeds $150,000.00 and is therefore a **“Major Contract”**, the value of all Options is to be included
as if exercised, with such determination being made at the time the Contract is being considered for execution by the Authority.

E. Approval of the Governing Board is also needed to exercise any Options, unless otherwise provided in Section 4.4.3 below.

4.4.3 Ability to Approve and Exercise Options For Major Contracts. Subject to the further provisions of this Section, approval to exercise an Option for a Major Contract, must be further approved by the Governing Board.

A. Notwithstanding the above, the CEO can approve the exercise of an Option under a Major Contract provided the following two conditions are met:

1. The Option was contained in the original approved Major Contract clearly described in the printed agenda of the Governing Board for that meeting; and

2. The Governing Board authorized the renewal of the Option by the CEO without the need for further Governing Board approval.

B. Once approved by the CEO, the CEO is authorized to execute the Option. The CEO may also authorize any other Senior Officer to execute the Option, but the CEO must first authorize the exercise of the Option.

C. Any approval of an Option under this Section shall be noticed to the Governing Board as an information item on the next scheduled meeting of the Governing Board.

D. With respect to options involving Minor Contracts, those may be approved and executed with the same authority and execution parameters as is the case for a Minor Contract.

4.4.4 Minor Contracts (Generally Contracts of $150,000.00 or Less). Except as may be otherwise expressly set forth in a resolution adopted by the Governing Board, the CEO shall have the authority to approve and execute all Minor Contracts. In that regard:

A. Any Minor Contract of $25,000.00 or more in any one fiscal year of the Authority shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.

B. In order to determine whether a contract is $150,000.00 or less, the value of all Options is to be included as if fully exercised, with such determination being made at the time the Contract is being considered for execution by the Authority.
C. The CEO shall further have the right to approve and exercise any Options for a Minor Contract.

4.4.5 Delegation by CEO to Further Approve and/or Execute Minor Contracts.

A. The Chief Executive Officer may in writing delegate his or her authority under Subsection 4.4.4, to approve and/or execute Minor Contracts (including the approval and exercise of Options for Minor Contracts), all on such terms and conditions as the CEO deems appropriate, in the following values or amounts and to the following individuals:

<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Who Can Approve/Execute</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000 or less</td>
<td>GM, CFO and/or CAO</td>
</tr>
<tr>
<td>50,000 or less</td>
<td>Any Senior Officer and the Director of Procurement</td>
</tr>
<tr>
<td>25,000 or less</td>
<td>Procurement/Contracts Manager</td>
</tr>
<tr>
<td>5,000 or less</td>
<td>Contract Administrator/Buyers</td>
</tr>
<tr>
<td>3,000 or less</td>
<td>Individual Authority Employees for Micropurchasers</td>
</tr>
</tbody>
</table>

There shall be maintained in the office of the Chief Executive Officer a listing and schedule of any such delegations, including the amount and persons to whom any such authorities have been delegated and the terms of such delegation. Said report shall be furnished to the Governing Board on an annual basis; in addition, the CEO shall further advise the Governing Board of any changes to said delegated authority, when said change occurs, at the next meeting of the Governing Board.

B. Scope of Delegations; Responsibility of Officers. The delegation of authority to approve and award Procurements and Contracts are limited in scope and apply only to those Senior Officers and Authority staff to whom such authority has expressly been delegated herein. No Senior Officer or Authority staff to whom such authority has been delegated hereunder shall have the power or authority to further delegate such authority, or otherwise designate any other individual to carry out the approval and award of Procurements and Contracts authorized hereunder. In the exercise of the authority delegated to them under this Administrative Rule, the Senior Officers shall be subject to the authority and direction of, and fully accountable to, the Chief Executive Officer, who shall be fully accountable to the Governing Board for their actions, in the same manner as if such authority had been delegated to them by the Chief Executive Officer. Each individual to whom such authority has been delegated hereunder in excess of $15,000.00 shall sign a “Statement of Responsibility” and will be held accountable for all actions occurring under their authority and shall be governed at all times by applicable State and Federal laws. Any person authorized to make purchases exceeding in
dollar amount or dollar value of $15,000.00 shall file a statement of financial interest with the Supervisor of Elections in the jurisdiction within which he or she permanently resides.

4.4.6 A. **Bus Advertising Contracts.** Authority to approve and execute Bus Advertising Contracts shall be by the methods and in the maximum amounts specified below:

A. **Level 1 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Bus Advertising Contracts with (i) a dollar value or dollar amount not to exceed $180,000.00 in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed twelve (12) months. Legal approval is waived for these Level 1 Bus Advertising Contracts only on the premise that the standard printed form provided by Authority general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 Contracts shall be reviewed after six months by the Authority and/or Authority general counsel. The CEO may delegate such authority in writing to the General Manager, Chief Administration Officer or Chief Financial Officer.

B. **Level 2 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Bus Advertising Contracts with a dollar value or dollar amount not to exceed $300,000.00 in the aggregate, provided that the contracts receive prior approval by Authority general counsel.

C. **Level 3 Contracts.** All other bus advertising contracts shall require and be reviewed by Authority general counsel and approved by the Governing Board.

D. **Aggregate.** All dollar amounts and terms above are based on dealings with a single customer and shall be considered in the aggregate when classifying within each level. No bus advertising contracts shall be artificially divided so as to fall within Level 1 or Level 2 thresholds.

E. **Bus Trades.** In the event the Bus Advertising Contract involves a Bus Trade, then the following provisions will apply:

1. Subject to the further provisions set forth below, all Bus Trades are subject to the same level of approval as is the Bus Advertising Contract. Thus, for example, if the Contract being considered is a Level 3 Contract, then the Governing Board must approve the Bus Trade.
2. Subject to any further delegation by the CEO, the CEO will be required to approve all Bus Trades.

3. The CEO may in writing delegate his/her authority to approve Bus Trades in accordance with the level of approval set forth for the Bus Advertising Contracts.

F. **Notice to Governing Board.**

1. A summary of new Bus Advertising Contracts (not previously furnished to the Governing Board as an information or other item) shall be provided as information items with the Governing Board meeting documents.

2. There shall be presented to the Governing Board on an annual basis an annual report of all the Bus Advertising Contracts then outstanding and entered into during the previous year.

4.4.6 B. **Other Advertising Contracts (Bus Shelters, etc.)** Authority to approve and execute Bus Advertising Contracts shall be by the methods and in the maximum amounts specified below:

G. **Level 1 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Advertising Contracts with (i) a dollar value or dollar amount not to exceed $180,000.00 in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed twelve (12) months. Legal approval is waived for these Level 1 Advertising Contracts only on the premise that the standard printed form provided by Authority general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 Contracts shall be reviewed after six months by the Authority and/or Authority general counsel. The CEO may delegate such authority in writing to the General Manager, Chief Administration Officer or Chief Financial Officer.

H. **Level 2 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Advertising Contracts with a dollar value or dollar amount not to exceed $300,000.00 in the aggregate, provided that the contracts receive prior approval by Authority general counsel.

I. **Level 3 Contracts.** All other Advertising Contracts shall require and be reviewed by Authority general counsel and approved by the Governing Board.
J. **Aggregate.** All dollar amounts and terms above are based on dealings with a single customer and shall be considered in the aggregate when classifying within each level. No Advertising Contracts shall be artificially divided so as to fall within Level 1 or Level 2 thresholds.

K. **Trades.** In the event the Advertising Contract involves a Trade, then the following provisions will apply:

1. Subject to the further provisions set forth below, all Trades are subject to the same level of approval as is the Advertising Contract. Thus, for example, if the Contract being considered is a Level 3 Contract, then the Governing Board must approve the Trade.

2. Subject to any further delegation by the CEO, the CEO will be required to approve all Trades.

3. The CEO may in writing delegate his/her authority to approve Trades in accordance with the level of approval set forth for the Advertising Contracts.

L. **Notice to Governing Board.**

1. A summary of new Advertising Contracts (not previously furnished to the Governing Board as an information or other item) shall be provided as information items with the Governing Board meeting documents.

2. There shall be presented to the Governing Board on an annual basis an annual report of all the Advertising Contracts then outstanding and entered into during the previous year.

4.4.7 **Emergency Procurements.**

A. The Chief Executive Officer may enter into Emergency Contracts if the amount involved is $150,000 or less. If the amount exceeds $150,000, the approval of the Chairman, or in his/her absence the Vice Chairman, will be required. If either the Chairman or the Vice Chairman is not available and the circumstances of the Emergency are such that the CEO reasonably determines that further delay would be materially adverse to the Authority of the public interest, then the CEO will have authority to prove and execute the Emergency Contract, even in excess of $150,000.

B. Authority is also provided to the Chairman of the Board or in his/her absence, to the Vice Chairman, to execute Emergency Contracts. Further, in the absence of the CEO, the Chairman or in his/her absence, the Vice Chairman may delegate authority to execute an Emergency Contract to any other Senior Officer to approve and execute an Emergency Contract.
C. Subject to the rules of the FTA and the State of Florida, as applicable, in case of any Emergency, the Administrative Rules, including any required competitive bidding, are hereby waived to the extent needed to meet and address the Emergency.

D. The Senior Staff shall to the extent possible keep the Governing Board, and particularly the Chairman of the Board, if feasible, advised and informed regarding the Emergency, and the efforts undertaken by the Authority to address said emergency.

E. The authority provided under these Administrative Rules to address any emergency shall apply during the term of the Emergency.

F. Documentation of any such Emergency shall be maintained, and the Chief Executive Officer shall advise the Governing Board of the Emergency as soon as practicable (and in any event within ten (10) days after said Emergency has arisen as well as the action taken) and will further keep the Chairman and his/her absence, the Vice Chairman, advised of the Emergency on a continuing basis. Further, the CEO will brief the Governing Board of said Emergency at the next meeting of the Governing Board as a discussion item.

4.4.8 Revenue Contracts.

A. Revenue Contracts are generally those contracts which do not involve the acquisition of goods or services by the Authority and do not involve the payment of funds by the Authority. Said Revenue Contracts generally involve contracts whereby the Authority will provide to a third party the right to use property or privileges of the Authority in exchange for the payment of funds or other value to the Authority.

B. Subject to the further provisions set forth below, all Revenue Contracts shall be deemed to be Major Contracts which require the approval of the Governing Board.

C. Notwithstanding the foregoing, the Chief Executive Officer may approve Revenue Contracts provided both (i) the value of said Revenue Contract, including options, does not exceed $150,000.00, and (ii) the term of the Revenue Contract does not exceed 5 years. In considering the approval of any Revenue Contract, the following standards will be applicable:

1. The competitive bidding procedures for the Authority shall apply, if applicable.

2. The Authority shall seek to obtain the highest and best value for the Authority.
D. Revenue contracts which are not submitted to the Governing Board for their approval shall be noticed at the next meeting of the Governing Board as an information item.

4.4.9 Fuel Contracts.

A. The Governing Board finds that the procurement of fuel by the Authority is both an absolute necessity for the Authority to fulfill and meet its public purpose, and also that the procurement of fuel is subject to the market risks and shifts from time to time, particularly due to price variations. Therefore, the Authority must be prepared in acquiring fuel to be able to adjust to and meet market conditions from time to time.

The Governing Board will from time to time approve Contracts with vendors to supply fuel to the Authority. In regard to said process:

1. The selection of said vendors will generally be by the competitive bidding process.

2. More than one vendor can be selected and different vendors can be selected for different type of fuel purchases. For example, a separate vendor can be selected based on Oil Price Information Service ("OPIS") pricing or spot market pricing, and other vendors can be selected to furnish the Authority fuel based on future contracts (generally meaning the purchase of fuel for delivery thirty (30) days or more in the future). Upon Governing Board approval, the Contracts can be executed by the CEO or other authorized officers as set forth in this Rule. The approval however by the Governing Board of any such Contracts and their execution will not constitute any obligation on the part of the Authority to purchase any fuel thereunder; those Contracts will simply constitute the approval for the Authority, if it chooses, to purchase fuel from the vendors who are party to the Contracts in accordance with the terms therein (including the pricing terms therein).

3. If the Authority has entered into a Contract with a vendor for the purchase of fuel using OPIS or spot price market pricing, the CEO, any other Senior Officer or the Director of Procurement is hereby authorized to purchase fuel under said Contract, provided that the fuel is for the present use of the Authority and it can be used up by the Authority within seven (7) days.

4. If the Authority has entered into a Contract with a vendor for the purchase of future contracts, the CEO shall have the authority to make said purchases provided that the price for fuel so acquired is within the budget approved by the Governing Board for fuel purchases for that particular year. The foregoing sentence will be
met if the CEO is of the reasonable opinion that the price per gallon contained in said future contracts, along with other existing and contemplated purchases by the Authority, will not cause the approved budget amount for fuel purchases to be exceeded for that fiscal year.

B. The Governing Board will generally on a two-year basis renew the guidelines or process by which the Authority may seek to acquire fuel for the Authority’s operations as set forth in Part A above.

C. If the Governing Board has first approved a Contract for the purchase of fuel, then, as specifically provided in Part A above, the so designated Authority representative may purchase fuel and/or future contracts under that Contract without further authorization from the Governing Board. The amount of fuel and/or future contracts that the Authority may purchase pursuant to the foregoing authority shall not exceed the total amount that the Governing Board has budgeted for fuel for the period to which the purchase relates (taking into account all other purchases of fuel and/or fuel futures contracts for such period).

If at any time the Authority staff reasonably believes that the Authority’s budget for fuel purposes could be exceeded by the Authority’s fuel requirements for that fiscal year, then, in that event, no further purchases of fuels can be made until either (i) the Governing Board readjusts its budget or addresses the situation, or (ii) the Chairman approves the further purchases.

4.4.10 Simplified Acquisition Procurements.

A. No purchase of goods, consultant services, services and/or construction shall be artificially divided so as to fall within this Simplified Acquisition Procurements exemption.

B. Simplified Acquisition Procurements include any Procurement with an amount of $50,000.00 or less.

1. Procurements with an amount of $3,000.00 (or such other amount as may be modified from time to time in Federal guidelines) or less do not require quotes. However, such Procurements are expected to be well distributed between Vendors.

2. Procurements with an amount greater than $3,000.00 (or such other amount as may be modified from time to time in Federal guidelines) require a Request for Quotation (RFQ) or other competitive bidding process as authorized herein. Purchases shall be made on the basis of at least two written quotations. The written quote may be emailed, faxed or mailed to Authority. The written quote must clearly identify the Vendor making the quote and the
total price being quoted. Summary quotes must be included within the text of the requisition, and the original quote received shall be retained by the department for future reference. Quote prices will not be released to competing Vendors until final determination for the Procurement has been made.

C. Simplified Acquisition Procurements may be formally bid at the discretion of the Director of Procurement. If bid, then all applicable terms of this Administrative Rule shall apply.

4.4.11 Purchasing Card Program. The Authority hereby establishes a “Purchasing Card Program” designed to improve efficiency in processing low dollar purchases of commodities with an aggregate amount not to exceed $3,000.00 (or such amount as may be provided from time to time in the Federal guidelines) per purchase. This will allow the cardholder to purchase approved commodities and services directly from Vendors within the transaction limits established for each cardholder. Each Procurement card shall be issued to a named individual. The Authority shall be clearly shown on the card as the governmental buyer of goods and services. Subject in all events to the other provisions of these Administrative Rules, the Procurement Department may establish further details of the Purchasing Card Program and/or establish internal controls so that purchasing cards are used only for authorized purposes, and to provide a convenient and adequate small order purchasing system for the Authority’s employees.

4.4.12 Short-Term Bus Service Agreements. The Chief Executive Officer or his designee may enter into an agreement to provide bus services to a third party, without first obtaining the approval of the Governing Board, if all of the following four conditions A, B, C and D are met:

A. The Chief Executive Officer or his designee determines that the agreement must be entered into before the next regularly scheduled meeting of the Governing Board;

B. In exchange for providing the services, the Authority will receive its standard hourly rate for bus services that it charges to third parties;

C. The term of the agreement does not exceed six months; and

D. The dollar value of the agreement does not exceed $500,000 or if the Chairman of the Governing Board first consents to the entry into the agreement, then, in that case, there shall be no dollar limitation.

The Chief Executive Officer will advise the Governing Board of the agreement or the renewal, as applicable, at the next regularly scheduled meeting of the Governing Board.

4.4.13 Financially Exigent Agreements. The Chief Executive Officer may enter into an agreement or renew an existing agreement, notwithstanding the fact that
entering into the agreement or renewing the existing agreement would otherwise require the prior approval of the Governing Board, if both of the following conditions A and B are met:

A. Financially Exigent Situation will be created as a result of waiting for the next regularly scheduled meeting of the Governing Board to approve the agreement or approve the renewal of the existing agreement; and

B. Either (i) the dollar value of the agreement or the renewal is less than $150,000 or (ii) if the dollar value of the agreement is $150,000 or more, then the Chairman of the Governing Board first consents to the entry into the agreement or the renewal of the existing agreement.

The Chief Executive Officer will advise the Governing Board of the agreement or the renewal, as applicable, as soon as practicable (and in any event within ten (10) days after said action has been taken); in addition, the CEO will brief the Governing Board of said action at the next of the Governing Board. In the absence of the CEO, the Chairman of the Governing Board may designate any other Senior Officer to execute any Financially Exigent Agreement.

4.5. **Form of Contracts/Execution/Etc.**

4.5.1 **Form Contracts/Changes.** It is the intent of the Authority to the extent possible to use form contracts to facilitate the Procurement process. The Chief Executive Officer and/or Authority’s legal counsel to the Authority may approve changes to a base form contract which has been previously approved by the Governing Board provided that (i) such changes, read together, do not cause such contract, instrument or other obligation to be materially different (creating a negative financial impact or increasing liability or obligation of the Authority) from the form approved by the Governing Board, or (ii) the Governing Board expressly authorizes the Chief Executive Officer and/or legal counsel, as the case may be, to approve such changes in the resolution or motion approving the form of the contract.

4.5.2 **Execution of Contracts.** Any Contract, instrument or other obligation requiring Governing Board approval, which has been so approved as provided in these Administrative Rules, shall be executed by the person or persons set forth in these Administrative Rules, or, as an alternative, as set forth in any resolution adopted by the Governing Board. No other employee of the Authority has any authority to execute any such contracts.

4.5.3 **Contract Amount/Monitoring of Amount.** All Contracts shall indicate on their face the dollar value or dollar amount, if any, which shall not exceed the dollar amount or dollar value, if any, approved by the Governing Board or as specifically provided herein. The Procurement Department will be responsible for ensuring the Contract amount does not exceed such stated value or dollar amount and the scope of service originally approved by the Governing Board.
4.5.4 **Project Contingency.** The Governing Board may elect to approve a Project Contingency for certain Procurements or capital improvement projects that may require contingent additional costs. The Chief Executive Officer, or through his or her written delegation the Chief Financial Officer, shall have the authority to authorize Change Orders for use of a Project Contingency subject to the following requirements:

A. Change Orders shall not exceed ten percent (10%) of the original Contract amount approved by the Governing Board.

B. Change Orders shall not exceed $150,000.00 (for any single change, claim or amendment).

C. All Change Orders relating to a particular project shall not exceed fifty percent (50%) of the approved Project Contingency (in the aggregate).

D. Once fifty percent (50%) of the Project Contingency has been utilized, only the Governing Board, may authorize use of the remaining fifty percent (50%) of the Project Contingency, unless the Chief Executive Officer determines that a delay in authorization of the expense will result in substantial delay or additional cost to the Authority, in which case, the CEO may authorize said expense from the Project Contingency, but will so inform the Governing Board at the next meeting as an information item.

E. Direct Pay purchases shall not constitute Change Orders to the extent that they solely involve changes to line items in the Contract.

F. The Governing Board may modify or waive the requirements of this Subsection 4.5.4 in the Contract award.

G. Any Change Order, claim, amendment or expenditure of Project Contingency, as provided herein, shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board. Any proposed increase in the Project Contingency, for purposes of modifying the authority of the Chief Executive Officer under this Subsection 4.5.4, must be presented for approval to the Governing Board prior to authorization.

4.6. **Process for Competitive Bidding.**

4.6.1 **Invitation for Bid versus Request for Proposal.** The decision as to whether to use an IFB, RFP, or other solicitation method for a particular Procurement shall be made by either the Director of Procurement or the Chief Executive Officer. Any decision made by the Director of Procurement may be overridden by the Chief Executive Officer. The Director of Procurement and/or the Chief Executive Officer shall take the following factors into account in making his or her decision:
A. Competitive bidding through an Invitation for Bid will be the preferred method for a Procurement when:

1. Precise specifications of the needed product or services are known and can be described in the Invitation for Bid;

2. Price is the only variable; and

3. The Director of Procurement and/or the Chief Executive Officer determines that the IFB process best serves the Authority’s interests.

B. A Request for Proposal is appropriate when the exact product or service needed by the Authority is not specifically predetermined. RFPs shall provide a statement of need or service description for achieving a described goal of the Authority, which proposed solutions are sought. RFPs may include specifications, scope of services, and proposed contractual terms and conditions to which a Proposer must respond. RFPs may encourage the Proposal of alternative specifications, scope of services, and proposed contractual terms and conditions if such alternatives are proposed by a Proposer as the best method of meeting the need stated or achieving the described goal of the Authority.

4.6.2 **Authorization to Issue an Invitation for Bid or Request for Proposal.** The Governing Board must approve the issuance and award of all RFPs and IFBs where the dollar value of the goods or services to be obtained thereby is in excess of $150,000; **provided, however,** that the Chief Executive Officer may approve the issuance (but not award) of any such RFP or IFB absent Board authorization (regardless of dollar value) if either of the following two conditions is met and the Governing Board is notified about the issuance of the RFP or IFB at its next regularly scheduled meeting:

A. The Procurement to which the RFP or IFB relates is contemplated or set forth in the annual budget approved by the Governing Board; or

B. The Chairman of the Governing Board has first consented to the issuance of the RFP or IFB.

The Governing Board may impose any additional or different conditions on any bid or proposal process under these Administrative Rules.

4.6.3 **The Bid Process.**

A. The specific Department Director shall identify the desired item(s) and shall submit a written request to the Director of Procurement. All specifications, budget information, independent cost estimate and relevant information shall be included.
B. The Procurement Department shall put the Procurement request into the proper form and complete the advertisement and Bid/contractual documents.

C. The department requesting the item(s) will develop the specifications for review by the Procurement Department.

D. All bids will be publicly opened at the prescribed date and time and recorded on the bid tabulation form at the time of the bid opening.

E. When available, standard legal documents developed by the attorneys for the Authority shall be utilized. Standard legal documents or contracts shall not be modified without the approval of the Chief Executive Officer, who may delegate such authority to the Director of Procurement.

F. The consideration of all bids shall be based on the requirements set forth in the Invitation to Bid as well as the responsiveness and responsibility of the bidder. In all cases, Authority reserves the right to select any bid deemed in the best interest of Authority, or to reject any or all bids.

4.6.4 The Proposal Process.

A. The specific Department Director shall identify the desired Procurement and shall submit a written request to the Director of Procurement. All specifications and/or scope of work, budget information, independent cost estimate and relevant information shall be provided before the solicitation is issued by the Procurement Department.

B. The Director of Procurement and the requesting department will then jointly develop the evaluation criteria. The evaluation criteria must include price as one element.

C. The evaluation of all Proposals shall be based on the requirements set forth in the Request for Proposal. Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposal for a potential award based on the criteria listed by their relative degree of importance.

D. The selection of responsive and responsible Proposers “short listed”, or to be awarded a Contract, or to be recommended for award to the Authority Board of Directors, will be based upon the evaluation requirements and process set forth in the Request for Proposal.

4.6.5 Source Evaluation Committee.

Prior to the issuance of an RFP, the Director of Procurement may choose to establish a Source Evaluation Committee (SEC) in order to evaluate Proposals and to make recommendations as to whether and to whom a Contract should be
 awarded. Subject to any conditions imposed by the Governing Board, the Director of Procurement may appoint such individuals (within or without the Authority) to be a member of a SEC.

A. The Director of Procurement or his or her designee will assist the members of the SEC in their responsibilities by providing instructions and guidance and obtaining responses to technical issues should they be raised.

B. The Director of Procurement shall appoint one member of the SEC to be the Chairperson of the Committee.

C. The Procurement Department will send a “No Conflict of Interest Certification” letter to the SEC members and each member shall return an executed copy to the Procurement Department. The SEC members who have executed the “No Conflict of Interest Certification” will be provided with all of the “responsive” proposals received for the RFP and evaluation forms specific to the member and each Proposal received. It is a condition to being on the SEC that the “No Conflict of Interest Certification” be completed. If a proposed member of the SEC fails to execute such a document, the Director of Procurement may appoint a replacement on the SEC.

D. The SEC members shall each review the received proposals and each member will independently score each proposal based upon the evaluation criteria defined in the RFP. All proposals shall be scored prior to the SEC meeting.

E. During the initial evaluation of the Proposals, the members of the SEC shall safeguard the proposals and not discuss any proposals with anyone outside of the Procurement Department.

F. The Director of Procurement or designee will oversee the SEC meetings, but that person is not a member of the SEC. This person is responsible to ensure the process is conducted in accordance with current policies and procedures.

G. The Director of Procurement or designee will schedule the SEC meeting. Each Proposer will be notified of the time, date and place of the SEC meetings. These meeting are open to the public in accordance with Florida’s Government in the Sunshine Law and unless otherwise stated by the Director of Procurement, all Proposers and members of the public may attend the meeting and observe the procurement process. Public comments will not be permitted at the SEC meetings as the SEC is carrying out a function that is executive in nature.

H. The SEC may hold meetings in private in compliance with the Florida’s Government in the Sunshine Law.
4.6.6 Process for Award of Bid.

A. The Contract may be awarded to the Responsible and Responsive Bidder who submits the lowest bid price. The Contract shall be awarded by means of a written notice to such Bidder. The Authority shall reserve the right to reject all Bids or to elect not to proceed.

B. A Bidder may be determined non-Responsible or non-Responsive for failing to meet the requirements of any IFB, any provision of the Administrative Rules, policies, or procedures of the Authority, or applicable law, which determination shall be made in the sole and exclusive judgment of the Authority. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry may be grounds for a determination that the Bidder is non-Responsible or non-Responsive with respect to a Procurement.

C. Recommendation Status for Bids:

1. Staff shall recommend award to the responsive and responsible bidder whose bid is determined to be the most advantageous to the Authority. In the event only one responsive and responsible bid is received, the Authority reserves the right to award to the single Bidder after conducting successful negotiations with the bidder, readvertise the Invitation for Bid, or elect not to proceed.

D. Qualifications/Standards of Bidders:

1. All awards made by the Authority, whether obtained by Invitation for Bid/advertisement, Proposal, or Quotation, or any other method, shall consider whether the prospective Vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has:

   a. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

   b. A satisfactory record of performance;

   c. A satisfactory record of integrity;

   d. The legal ability to contract with the Authority; and

   e. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to any licenses, permits, or organization papers required.
2. The prospective Vendor shall supply information requested by the Authority concerning qualifications. If such Vendor fails to timely supply the requested information, the Authority shall base the determination of qualification upon any available information, or may find the prospective Vendor not qualified if such failure is unreasonable.

4.6.7 **Selection.** Procurements, with an amount equal to or in excess of $50,000.00 shall be competitively bid and awarded based on the submission of sealed Bids or Proposals, except as otherwise expressly provided herein. All Procurements with a dollar value or dollar amount of $50,000.00 or less may be obtained pursuant to the process for Simplified Acquisition Procurements in Subsection 4.4.10.

A. Nothing in the foregoing shall prohibit the Authority from renewing Contracts with Contractors originally selected through a competitive selection process or original sole source determination, provided such renewal is within the scope of the original Contract.

B. An Invitation for Bid, Request for Proposal or other solicitation may be postponed or cancelled by the Authority at any time in the sole discretion of the Authority.

C. With respect to any Invitation for Bid, Request for Proposals or other solicitation the Bid(s)/Proposal(s) or specific Bidder(s)/Proposer(s) determined to be non-Responsive/non-Responsive may be rejected in whole or in part, by the Authority.

D. The procedures required herein may be departed from by the Authority in any manner that is reasonable in the event of an emergency, or in order to comply with Federal or State requirements.

4.6.8 **Procurement of Certain Consultant and Professional Services.** To the extent that the Procurement of certain consultant or professional services is subject to the application of Florida Statutes § 287.055, or any successor provision thereof (the "Consultants Competitive Negotiation Act"), such Procurement shall be conducted in accordance with such provisions of such law.

4.6.9 **Sales Tax Recovery and Shared Cost Savings.** The Authority may utilize the sales tax recovery system and/or shared cost savings authorized under general law when it procures goods and services for the construction of new or renovated facilities when deemed to be in the best interest of the Authority. Pursuant to such sales tax recovery system, Procurements may be made through the Authority on behalf of its contractors without the use of the competitive procedures provided under this Administrative Rule, to the extent authorized by law.

4.6.10 The Governing Board at all times may in its discretion as to any particular bid or contract change or modify the procedures for said matter, notwithstanding that they conflict with these Administrative Rules.
4.7. **Cone of Silence.**

4.7.1 A “Cone of Silence” shall be in effect for each solicitation over $50,000.00 in value from the date of advertising to the date of award. During this time, contact of any type by any vendor, interested party or representative thereof with any Authority Board of Directors Member, any Authority employee (exclusive of those Authority employees specifically exempted in the solicitation document), or any SEC Member to discuss the solicitation is prohibited.

4.7.2 The Governing Board may impose sanctions upon any vendor, representative thereof or interested party who is found to have violated the provision of this Section 4.7. Vendor(s) found in violation shall be disqualified from further consideration of the solicitation and may be Suspended or Debarred from participating in future solicitation opportunities.

4.8. **Background Checks and Investigations.** Submission by any Vendor of a Bid, Proposal or other response to a solicitation of goods or services constitutes consent by such Vendor to background checks, investigations or other inquiries by the Authority.

4.9. **Specifications.** All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage maximum free and open competition in satisfying the Authority’s need. Prospective suppliers may be required to be pre-qualified for particular types of supplies or services. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers. This Section shall not be read to preclude the Authority from standardization on a name-brand product.

4.9.1 **Brand Name and/or Equal Specifications.** Use of a brand name or equal specification may be restrictive of product competition. Therefore, such use may be limited to instances when the Authority makes a determination that only the identified brand name(s) item(s) and/or equal specifications will satisfy the Authority’s needs or where a Procurement has been standardized pursuant to the Purchasing and Contracts Procedures. When appropriate, to ensure full and open competition the specification should not state only a “Brand Name” product without listing its salient characteristics and not allowing “An Equal” product to be offered. If only one Vendor can supply the requirement, the Procurement shall be made as a Sole Source in accordance with Subsection 4.3.4.

4.10. **General Provisions Document.** The Procurement Department will establish a “General Provisions Document” which will contain certain guidelines of the Authority and statutory and regulatory requirements contained in the FTA Master Agreement and Best Practice Procurement Manual or similar document established by FTA rule or policy. The “General Provisions Document” will be referenced in the Authority’s Procurement solicitations. The “General Provisions Document” may be made available on the Authority’s website for viewing or in printed form at a minimal copy cost. Vendors that are awarded Contracts shall comply with and be subject to the provisions set forth in the “General Provisions Document.”
4.11. **Bonding Requirements.** The Procurement Department may require a Bidder or Contractor to furnish bid bonds, performance bonds and/or payment bonds in amounts determined by the Procurement Department.

4.12. **Geographic Preferences.** Procurements made subject to FTA requirements will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical vendor preferences. Procurements made subject to Florida State Statute, FS-2387.055 (Consultants Competitive Negotiation Act) may include geographic preference professional services included in the Statute, so long as its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

4.13. **Contract Administration.** FTA funded projects shall comply with the FTA Circular 4220.1F, Third Party Contracting Requirements as may be amended, supplemented, updated or replaced from time to time, or any other applicable FTA rule or policy. As a condition of all Contracts pertaining to Procurements made pursuant to this Administrative Rule, all parties thereto shall act in good faith in the performance thereof.

4.14. **Suspension, Debarment, Protest, Appeal & Remedies.**

4.14.1 **Authority.** The Chief Executive Officer or Governing Board may Suspend or Debar for cause the right of a vendor or principals of a vendor, to be included on a Vendor List and any Bid or Proposal from that Vendor may be rejected, provided that the Governing Board shall have the authority to waive or rescind such Suspension or Debarment. The Suspension or Debarment shall be final and conclusive unless the suspended or debarred Vendor initiates protest proceedings pursuant to this Section within thirty (30) business days after the date of notification.

4.14.2 **Suspension.** A Vendor may be suspended for a period not to exceed three (3) years as determined by the Chief Executive Officer or Governing Board based upon the following: default; fraud or misrepresentation; conviction by a court of a criminal offense or any other offense indicating a lack of business integrity; insolvency; violation of the ethical standards imposed under State or Federal law; failure to comply with the DBE participation or DBE requirements as may be established in an awarded Contract; violation of the Cone of Silence during a solicitation process; or any other cause the Chief Executive Officer or Governing Board determines to be sufficiently serious and compelling as to materially and adversely affect responsibility of a Vendor, including but not limited to suspension or debarment by another governmental entity for cause.

4.14.3 **Debarment.** A Vendor may be permanently debarred for the following:

A. Default or failure to fully comply with the conditions, specifications, drawings, time limits, or terms of an Invitation to Bid, Request for Proposals or Contract with the Authority twice in any three-year period.
B. Conviction or judgment in a court for commission of any offense listed in Subsection 4.14.5 in connection with the Vendor’s commercial enterprise. If the conviction or judgment is reversed through the appellate process, the Debarment shall be removed immediately upon written notification and proof of final court disposition from the Vendor to the Authority.

4.14.4 **Decision.** After the Chief Executive Officer or Governing Board has determined to suspend or debar a Vendor, the Chief Executive Officer shall cause the Director of Procurement to notify the Vendor in writing of the Debarment or the period of Suspension and the reasons for the action taken.

4.14.5 **Public Entity Crime.** Any Vendor who has been convicted of a public entity crime as defined by Florida Statutes § 287.133, or any successor provision, shall not be able to transact business with the Authority to the extent specified in Florida Statutes § 287.133(3)(a).

4.15. **Remedies for Solicitations or Awards in Violation of Law.**

4.15.1 If, prior to Bid or Proposal opening or the closing date for receipt of Proposals, the Director of Procurement, after consultation with legal counsel, determines that a solicitation is in violation of Federal or State law, the solicitation shall be canceled or revised to comply with applicable law.

4.15.2 If, after Bid or Proposal opening or the closing date for receipt of Proposals, the Director of Procurement, after consultation with legal counsel, determines that a solicitation or a proposed award of a contract is in violation of Federal or State law, the solicitation or proposed award shall be canceled.

4.15.3 If, after an award, the Director of Procurement, after consultation with legal counsel, determines that a solicitation or award of a contract was in violation of Federal or State law, action shall be taken as required by the provisions of the law violated, or, if no specific action is required, then:

A. If the person awarded the Contract has not acted fraudulently or in bad faith:

1. The Contract may be ratified and affirmed, provided it is determined that so doing is in the best interests of the Authority, or

2. The Contract may be terminated and the person awarded the Contract may be compensated for the actual expenses reasonably incurred under the Contract prior to the termination.

B. If the person awarded the Contract has acted fraudulently or in bad faith, or in violation of the Authority’s rules, the contract may be declared null and void or voidable, if such action is in the best interest of the Authority. In the event of a dispute regarding the nature of or the characterization of
the awarded person’s conduct, the prevailing party shall be entitled to
attorney’s fees and court costs, relating to the litigation of said dispute.

4.16. **Personal Property Management.** “Personal Property” is defined as items used (not
consumed) to produce goods and services supporting Authority’s mission. Personal
Property includes, but is not limited to, office equipment, industrial plant equipment,
vehicles, rolling stock, material handling equipment, information technology equipment
and other types of “Assets” with an original cost or value of $300.00 or more, with a
normal life expectancy of one (1) year or more, which is not fixed in place, not part of a
structure or facility and is practical to identify by marking. Personal Property
management includes control, tracking and proper disposition.

4.16.1 Authority may assign a property officer to manage the organization’s Personal
Property program. This position will be responsible for the supervision, control,
and disposition of Personal Property and will serve as the agency's custodian of
surplus property.

4.16.2 All property purchased with any percentage of FTA participation must follow
FTA guidelines for the Management of Real Property, Equipment and Supplies
per chapter II of the FTA Grant Management Guidelines Number C 5010.1C.
Disposition requirements are based on market value of surplus property and
normally require FTA notification.

A. Surplus Property Disposition. After classifying Personal Property as
“Surplus”, the custodian can dispose of the Personal Property, in
accordance with FTA and State guidelines.

4.16.3 Governing Board Members, chiefs, management and employees will ensure that
in donating surplus property in accordance with FTA and State guidelines, all
ethical regulations and principles will be considered and adhered to.

4.16.4 The Governing Board must approve any sale or transfer of surplus property with a
value of $5,000.00 or more.

4.17. **Metric System.** For Procurements involving Federal funds, the Authority will accept
property and services with dimensions expressed in metric requirements, to the extent
practicable and feasible, in compliance with the Metric Conversion Act, as amended by
the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a et seq.; Executive
U.S.C. Section 205a note; and applicable Federal regulations.

4.18. **Unsolicited Proposals**

4.18.1 **Definition.** The term “unsolicited proposal” means a written proposal for a new
or innovative idea that is submitted to the Authority on the initiative of an offeror
for the purpose of obtaining a contract with the Authority, and is not in response
to a request for proposal, invitation to bid, or any other Authority-initiated
solicitation or program.
4.18.2 Requirements. A valid unsolicited proposal must:

A. Be innovative and unique;

B. Be independently originated and developed by the offeror;

C. Be prepared without the Authority’s supervision, endorsement, direction, or direct Authority involvement, except for preliminary meetings with the Authority’s staff for informational purposes and/or requests for information; and

D. Include sufficient detail to permit a determination that Authority support could be worthwhile and the proposed work is essential to the Authority’s mission responsibilities.

4.18.3 Applicability of Public Records Act. Offerors should be aware that all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business by the Authority are public records under the Public Records Act, Chapter 119, Florida Statutes, and, therefore, unsolicited proposals may constitute public records. Offerors should also be aware that while certain laws may prohibit the release of trade secret information by the Authority, in order to be applicable, the owner of such trade secrets must take reasonable measures to prevent trade secrets from becoming available to persons other than those selected by the owner to have access thereof for limited purposes (which measures may include prominently labeling each page of an unsolicited proposal where trade secret information appears as being “TRADE SECRET CONFIDENTIAL”). This paragraph is not intended to nor should it be construed to constitute legal advice or an obligation for the Authority or the Authority’s staff to undertake any particular action. If an offeror would like to protect its trade secret information it should consult with an attorney to determine how best to do so.

4.18.4 Content of Unsolicited Proposals. Unsolicited proposals shall contain the following information to permit consideration in an objective and timely manner:

A. Basic information:

1. Offeror’s name, address and type of organization, e.g., profit, non-profit, educational, small business;

2. Names and telephone numbers of technical and business personnel to be contacted for evaluation or negotiation purposes;

3. Identification of proprietary data to be used only for evaluation purposes;
4. Names of other federal, state, or local agencies or parties receiving the proposal or funding the proposed effort;

5. Date of submission; and

6. Signature of the person authorized to represent and contractually obligate the offeror.

B. **Additional Information Required:**

1. Concise title and abstract (preferably fewer than 200 words) of the proposed effort;

2. A reasonably complete discussion stating the objectives of the effort or activity, the method of approach and extent of effort to be employed, the nature and extent of the anticipated results, and the manner in which the work is essential to support accomplishment of the Authority's mission;

3. Names and biographical information on the offeror's key personnel who would be involved, including alternates;

4. Type of support needed, if any, from the Authority, e.g., facilities, equipment, materials, financial or personnel resources;

5. Financial plan that includes in sufficient detail for meaningful evaluation: (a) proposed price or total estimated cost for the effort; and (b) identifies all required funding sources and timing of funding;

6. Period of time for which the proposal is valid (six (6) month minimum);

7. Type of contract preferred;

8. Proposed duration of effort;

9. Brief description of the organization, previous experience, relevant past performance, and facilities used;

10. Other statements, if applicable, about organizational conflicts of interest, security clearances, and environmental impacts; and

11. The names and telephone numbers of Authority technical or other Authority points of contact already contacted regarding the unsolicited proposal.

C. **Evaluation Fee:**
1. An initial evaluation fee of Twenty Five Thousand Dollars ($25,000) payable to the Central Florida Regional Transportation Authority d/b/a LYNX must accompany each unsolicited proposal (the "Initial Fee"). Proposals received without the Initial Fee will not be accepted. The Initial Fee may be waived in whole or in part by the Authority’s Chief Executive Officer. Unsolicited proposals submitted by governmental entities shall be exempt from the payment of any fees.

2. Payment of the Initial Fee and any additional fees shall be made by business check, cashier’s check, or any other non-cancelable instrument. Personal checks will not be accepted.

3. If the Initial Fee is not sufficient to pay the Authority’s costs of evaluating the unsolicited proposal, the Authority shall request in writing such additional amounts as determined by the Authority’s Chief Executive Officer. The public-private partnership or private entity submitting the proposal shall pay the requested additional fee within thirty (30) days of receiving the request. Failure to pay the additional fee shall result in the proposal being rejected.

4. The Authority shall refund any fees in excess of the costs of evaluating the proposal after the evaluation is complete. The cost of evaluating the proposal is equal to the amount of all out-of-pocket costs incurred by the Authority in its review (including all fees and expenses paid by the Authority to outside consultants) and the amount of all labor costs incurred by the Authority for the Authority personnel to participate in the review. If the Authority personnel participating in the review are paid on an hourly basis, the labor cost will be equal to the sum of the number of hours that such employees spent on the review multiplied by their hourly pay. If the Authority personnel involved in the review are not paid on an hourly basis, the labor cost will be equal to the sum of the number of hours that such employees spent on the review multiplied by an hourly rate equal to the prorated cost of their annual salary.

5. The fee requirement can be waived if it conflicts with federal requirements or can be reduced by the Authority’s Chief Executive Officer if the Authority’s Chief Executive Officer determines that the estimated cost of evaluation will be less than the Initial Fee.

6. Unsolicited proposals valued at $150,000 or less shall be exempt from the Initial Fee requirement in Section 4.18.4(c)(1). However, the Authority’s Chief Executive Officer shall have the authority to require a fee to be paid by the offeror in the event that staff time
devoted to the unsolicited proposal is substantial, as determined by the Authority’s Chief Executive Officer.

4.18.5 Authority Procedures

A. Acceptance and negotiation of an unsolicited proposal: Within sixty (60) days of receipt of an unsolicited proposal and before initiating a comprehensive evaluation, the Authority’s Chief Executive Officer shall determine if the proposal:

1. Is a valid unsolicited proposal, meeting the requirements of this Section 4.18;

2. Is essential to the Authority’s mission;

3. Contains sufficient technical and cost information for evaluation; and

4. Has been approved by a responsible official or other representative authorized to obligate the offer contractually.

If the proposal meets these requirements, the Authority shall promptly acknowledge receipt and advertise for 30 days, in a newspaper of general circulation in one or more counties in the Authority’s service territory, its receipt of the proposal and solicitation for any additional proposals or comments from interested parties. The advertisement shall not improperly disclose proprietary information or originality of thought or innovativeness of the property or services sought. Following the end of the advertisement period, the Authority shall begin to process any related unsolicited proposals. A favorable comprehensive evaluation of an unsolicited proposal does not, itself, justify awarding a contract without providing for full and open competition.

B. Comprehensive Evaluation:

1. When performing a comprehensive evaluation of an unsolicited proposal, evaluators (to be selected by the Authority’s Chief Executive Officer) shall consider the following factors, in addition to any others appropriate for the particular proposal:

   (i) Unique, innovative, and meritorious methods, approaches, or concepts demonstrated by the proposal;

   (ii) Overall scientific, technical, or socioeconomic merits of the proposal;
(iii) Potential contribution of the effort to the Authority’s specific mission;

(iv) The offeror’s capabilities, related experience, facilities, techniques, or unique combinations of these that are integral factors for achieving the proposal objectives;

(v) The qualifications, capabilities, and experience of the proposed principal investigator, team leader, or key personnel critical to achieving the proposal objectives; and

(vi) The realism of the proposed cost.

2. A favorable comprehensive evaluation of an unsolicited proposal does not, in itself, justify awarding a contract without providing for full and open competition.

3. The Authority’s staff shall have at least ninety (90) days from the close of the advertisement period to complete their comprehensive evaluation and provide their recommendation to the Authority’s Governing Board, where a Major Contract may be awarded, or to the Authority’s Chief Executive Officer, where a Minor Contract may be awarded. When deemed necessary due to the complexity of the issues or other special circumstances, this timeframe may be extended by the Authority’s Chief Executive Officer.

4.18.5 **Contract Negotiations**: The Authority may commence negotiations on a sole source basis when an unsolicited proposal offers an innovative proprietary concept, has received a favorable comprehensive evaluation by the Authority’s staff, has been deemed to be essential to accomplishing the Authority’s objective, and the requirements for a sole-source procurement in accordance with this Administrative Rule 4 have been met.

4.18.6 **Contract Award**:

A. The award and execution of any Major Contract resulting from an unsolicited proposal is subject to approval by the Authority’s Governing Board. The award and execution of a Minor Contract resulting from an unsolicited proposal is subject to approval by the Authority’s Chief Executive Officer.

B. Prior to contract award, the Authority will publicize the intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication provided in **Section 4.18.5(A)**.
4.18.7 **Rejection of Unsolicited Proposal:** The Authority shall return an unsolicited proposal to the offeror, citing reasons, when its substance:

A. Is available to the Authority without restriction from another source;

B. Closely resembles a proposed or pending competitive acquisition requirement;

C. Is not essential to accomplishing the Authority’s mission; or

D. Does not demonstrate an innovative and unique method, approach, or concept, or is otherwise not deemed a meritorious proposal.

I hereby certify that the foregoing Administrative Rule 4 was adopted by the Governing Board of the Authority at its duly called meeting on March 22, 2012, and was amended by the Governing Board of the Authority at its duly called meetings on August 9, 2012 and May 22, 2014.

Deborah Morrow, Assistant Secretary
PURCHASING AND CONTRACTS POLICY AND PROCEDURES

OFFICE OF PRIMARY RESPONSIBILITY
Purchasing & Contracts Division

EFFECTIVE DATE:
December 1, 2010

SUBJECT: Procurement Policies and Guidelines

REPLACES:
Purchasing and Contracts Policy and Procedure dated October 21, 2002

OBJECTIVE:
The Central Florida Regional Transportation Authority (hereinafter "Authority" was created by Part II, Chapter 343, Florida Statues, to own, operate, maintain and manage a public transportation system in the area of Seminole, Orange, and Osceola Counties, and to adopt such policies that may be necessary to govern the operating of a public transportation system and public transportation facilities. The Executive Director is authorized to establish and administer such policies. Therefore, it is necessary to establish a General Provisions Policy.

SCOPE:
This Policy shall apply to all officers, employees and agents of the Authority involved in the procurement and contracting process.

AUTHORITY:
Authority for this policy and procedure are as follows:
Procurement Practices Administrative Rule, ADM-004 of the Authority Part II, Chapter 343, Florida Statute.

POLICY:
The Procurement and Contracts Division of the Administrative Support Department shall establish a process for centralized Purchasing within the Authority. The purpose is to procure for the Authority all necessary supplies, equipment, professional and consultant services, construction and/or combination of goods and services in such a manner which:

1. Will best meet the needs of using Departments/Divisions.
2. Will provide the most appropriate quality of supplies or services.
3. Will result in the least total expense considering, as a minimum initial cost, operating and maintenance costs, and estimated useful life.
Section 1 – Department Overview

1.0 Division of Procurement and Contracts Created; Manager of Procurement and Contracts

There is hereby created the Division of Procurement and Contracts within LYNX and, in said Division, the position of the Procurement and Contracts Manager who shall be responsible for the Authority's purchases and shall have such powers, duties and responsibilities as set forth in Procurement Practices Administrative Rule, ADM-004, including the authority to approve all purchases and sign those agreements, contracts, work orders, change orders, and purchase orders for the purchase of goods and/or services governed by the Administrative Rules, provided they are in conformance with the law and all applicable rules. The Procurement and Contracts Manager shall serve as the principal public Procurement Official for the Authority, and shall be responsible for the procurement of supplies, services, and construction in accordance with ADM-004. In accordance with ADM-004, and subject to the supervision of the Chief Financial Officer, the Manager of Procurement and Contracts shall:

1. Administer the central Procurement and contracting system for the Authority.

2. Purchase directly, without bid or quotations, from State, local contracts or other contracts when the contract expressly permits or if the awarding governmental entity and the vendor agree to allow the Authority to purchase from those contracts.

3. Adopt operational Policies and Procedures relating to the execution of duties that are in compliance with ADM-004, and with the approval of the Executive Director. The Procurement Manual will include ADM-004 and all of the approved Procurement and Contract Policies and Procedures.

4. Take all necessary action to further the objectives and goals of the Authority regarding promotion and encouragement of Disadvantaged Business Enterprises' participation in the procurement process.

5. Delegate rights and powers (not signature authority) vested in him/her to subordinate Procurement and Contracts Division employees, or other LYNX staff, when deemed necessary by the Procurement and Contracts Manager, provided such staff shall comply with all applicable laws, rules and procedures established by the Authority.

6. Perform other duties as directed by the Board, the Executive Director or the Chief Financial Officer.
1.1 Responsibilities and Functions

The Procurement and Contracts Division is responsible for administering the Procurement Practices Administrative Rule, ADM-004, as approved by the Authority's Board, establishing and administering purchasing and contract policies; dealing fairly with all potential sources of supply; obtaining goods and services in an efficient and businesslike manner; consolidating purchases of like or common items; obtaining fair prices for materials, equipment, supplies and services; and generally defining how to effect cost savings and coordinate purchasing and contracting procedures for the Authority.

The primary function of the Procurement and Contracts Division is to purchase and administer Contracts for supplies, materials, equipment, construction and services required by the Authority's staff in a time frame that meets their needs and to insure that maximum value is obtained for each dollar spent.

Specific responsibilities, duties and functions include:

1. Developing purchasing objectives, policies, work programs and procedures for the purchasing of, and contracting for all materials, supplies, equipment, construction and services.

2. Acting as the Authority's representative on all matters pertaining to purchasing and contract management.

3. Preparing and assembling specifications, quantities and technical requirements in cooperation with using Department/Division which are subsequently included in Invitations to Bid, Requests for Proposals, and/or Requests for Quotations.

4. Consolidating requisitions and purchases of like or common items to obtain the maximum economical benefits and cost savings, and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts. Such consolidations may include requirements of a single Department, or be multi-Departmental.

5. Working with other Department/Divisions to establish standardization of materials, supplies and equipment where practical within a competitive environment.

6. Promoting good will between the Authority and its suppliers. Encouraging full and open competition wherever possible. Assuring fair and equitable business dealings with all vendors. All bidders shall be provided equal opportunity to quote and compete in public bidding.

7. Helping ensure that the Authority buys only from suppliers who are financially stable, have high ethical standards, and have a record of adhering to specifications, maintain shipping promises, and giving a full measure of service.
8. In interviews with sales people, anyone who is not a member of the Procurement and Contract Division may not commit themselves on preference for or purchase any product or service, unless utilizing blanket purchase orders or a Purchasing Card, or give any information regarding performance or price which might in any way compromise the Authority.

9. Preparing and submitting the annual operations budget for the Procurement and Contracts Division.

10. Keeping informed of current developments in the field of purchasing, including but not limited to prices, market conditions, new products, and secure for the Authority the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations, and private businesses and organizations.

11. Prescribing, maintaining and enforcing Procurement and Contracts Administrative Rules, plus policies and procedures for the Authority.

12. Preparing and maintaining a Vendor Commodity Listing. Said listing shall contain general information regarding the vendor, a list of which commodities each vendor can supply, and DBE status.

13. Identifying vendors who default on their contracts with the Authority and to make no purchases from said vendors for a period of up to three (3) years as approved by the Executive Director.

14. Overseeing and tracking all payable contracts to ensure that work orders and change orders are within the approved dollar amount and within the scope of services.

15. Insure that all purchases are made in compliance with applicable statutes, rules, regulations and policies.

16. Expedite the delivery of purchases to the using Department/Division when requested.

17. Handle complaints and warranties regarding purchases, and to negotiate the return of merchandise and/or other settlement.

18. Exploring the markets for new sources, products and materials.

19. Training user Department/Division personnel in regards to purchasing and contracts procedures as needed.
20. Establish and manage the operational procedures for the Purchasing Card Program, along with the Finance Division. The Manager of Procurement and Contracts or designee will be the program administrator.

1.2 **Governing Procedures**

The following procedures shall govern the purchasing of goods and services for the Authority in accordance with the existing Procurement Practices Administrative Rule, ADM-004.

All requests for goods and/or services and all purchases excluding contracted items that have already been approved through the competitive process will be made through and by the Procurement and Contracts Division except as otherwise exempted by the Administrative Rules and/or the Policies. Authority to request prices and/or purchase goods or services may be delegated to others, such as, emergency purchases, and utilization of a Purchasing Card.

Like purchases shall be combined for bidding and quantity, discount pricing. Monitoring and auditing the utilization of Blanket Purchase Orders and Purchasing Card system will be conducted.

No contract, purchase, or group of requisitions shall be subdivided to avoid bid and quotation requirements. Splitting requisitions, which entails inputting separate requisitions from the same Division for the same vendor for goods or services of similar nature over a period of one year is not allowed.

It is unlawful for a LYNX officer or employee to order the purchase of any materials, supplies, equipment, and contractual services, or approve any contract other than through the Procurement and Contracts Division without prior authorization or as specifically delegated within the Administrative Rules and/or Policies. Any purchase order or contract made contrary to the provisions of the Administrative Rules or Policies shall not be approved and the Authority shall not be bound.

Only in cases of emergency as defined in ADM-004, shall an exception to the above policy be made with the understanding that the person who is authorized to obtain the emergency purchase will personally assume the responsibility of immediately following up the verbal order given by himself/herself or his/her authorized representative, with proper justification in written form and the proper requisition. In cases of emergency, the requestor shall, when possible, contact the Procurement and Contracts Division prior to placement of the order with the vendor.
1.3 Inter-Departmental Relations

The Procurement and Contract Division is a service agency for all of the Department/Division of the Authority, and in order to best serve its customers, must be kept informed of all requirements as promptly as possible. Suggestions of improved methods and new ideas concerning these Policies and Procedures are encouraged and welcomed. Call the Manager of Procurement and Contracts with your suggestions.

The Procurement and Contract Division will endeavor to establish and maintain close liaison with other Departments/Divisions in order to meet their purchasing needs and requirements. Cooperation and understanding between Departments/Divisions is essential in the effective operation of the Procurement and Contracts Division.

It must be emphasized, that in most instances, the Procurement and Contracts Division does not determine the requirements for a particular purchase, but will be responsible for determining the applicable quality to meet the particular needs.

In cases where technical equipment, specifications, plans or design are involved, the Department/Division concerned will indicate their requirements and all purchasing actions will be coordinated with the User Department/Division prior to the issuance of a solicitation, purchase order or contract.

The Manager of Procurement and Contracts, or his/her Designee, may direct a "Purchasing Seminar" to be held with various LYNX Departments/Divisions periodically (preferably annually). This seminar shall aid LYNX personnel in gaining a better understanding of the operation of the Procurement and Contracts Division. In addition, the seminar matter should contain information on State and Federal purchasing regulations, LYNX Purchasing Administrative Rules and Policies, emergency, sole source and proprietary source purchases, flow of requisitions, dissemination of purchase order copies, definition of purchasing terms, Purchasing Card program, blanket purchase orders, change orders and contracts.

1.4 Vendor Relations

When necessary, in order to interview salespersons regarding details of their product, other Divisions and Departments should coordinate such visits through the Procurement and Contracts Department. In interviews with salespersons, no one shall commit to preference for any product or service or give any information regarding performance or price which might in any way compromise or obligate the Authority or the administration of LYNX.

All correspondence with vendors will be through the Procurement and Contracts Division except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, the Procurement and Contracts Division must receive copies of correspondence.
Any quotations or specific information received from vendors relative to any item under consideration for purchase must not be divulged until after a purchase order or contract has been issued, except when State regulations or the Authority's Rules or policies make such disclosures permissible.

All vendors must be afforded equal opportunities to quote so that all vendors can compete on equal terms. No "bid shopping" shall be permitted; i.e., no one shall obtain pricing from a vendor and request other vendors to meet or beat the disclosed price.

New sources of supply will be given due consideration because multiple sources of supply are necessary to ensure competition, continuity of supply and availability of materials. The Authority may buy from any vendor who exhibits adequate financial strength, high ethical standards, and a record of adhering to specifications, maintains shipping promises, and gives a full measure of service.

The Authority will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that all vendors will value our business and make every effort to furnish our requirements on the basis of the most economical quantity, suitable quality, timely delivery, adequate service, and lowest possible price.

1.5 Exclusions
Procurement Practices Administrative Rule, ADM-004 and Procurement and Contracts Policies and Procedures shall apply to all procurement of goods and services by the Authority except for those procurements identified in ADM 004, Section 4.3.2, Applicability and Exclusions.

1.6 Deviations
Deviations from the policies and procedures prescribed by the Procurement and Contracts Division shall not be made without prior approval of the Executive Director or designee.

1.7 Standard of Conduct
No employee or immediate family member of a LYNX employee shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

1. The employee or agent
2. Any member of his/her immediate family,
3. His or her partner, or
4. An organization that employs, or is about to employ, any of the above.
Employees or agents will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. Items may be accepted where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value per the Florida Statutes and LYNX's Administrative Rules and Policies.

Disciplinary action for violation of such standards by the employees or agents or contractors will be in accordance with Florida Statutes and LYNX Administrative Rules and Policies.
Section 2 – The Purchase Requisition Process

2.0 WorkPlace
The Purchase Requisition generated in Work Place serves to inform the Procurement and Contracts Division of the needs of the user Department/Division and to correctly define the goods and/or services requested. In addition, the requisition signifies authority to charge a specific account number(s) and verifies that there are sufficient funds available in the account specified. The following are guidelines:

1. The requisition must be completed and submitted to the Purchasing and Contracts Division. This form must be approved by the Department Manager and or Chief.

2. Purchase Requisitions are initiated by the user Department/Division.

3. Purchase Requisitions should be prepared far enough in advance to avoid creating an emergency. This will allow Procurement and Contracts Division to secure competitive prices, for the best material, at the right price, and in time to meet the anticipated need. All purchase prices must be considered fair and reasonable. Award shall be made to the business offering the lowest, responsive, responsible, quotation or bid.

4. All approved capital items should be submitted to the Procurement and Contracts Division in with as much lead-time as possible in order to process your requisition. Lead time must include the work days to accomplish the following:

   Time required for the user Department/Division to prepare and approve the requisition; time required for the Purchasing and Contracts Division to obtain quotes, RFPs or Bids; time for adequate public notice (advertisement) for purchases over the required bid limit; for evaluation of the responses; for Board approval (where applicable); for the vendor to place, produce and deliver the order; and for the vendor to manufacture any specialized products or equipment.

2.1 Required Information for a Requisition
The following information is required for the submission of a purchase requisition:

1. Exact Delivery address: If the requester has any special delivery instructions (hours, days, inside delivery, assembly required.

2. Account numbers to be charged.

3. Requisitioner's name and phone number.

4. Recommended vendor.

5. Quantity Needed

6. Estimated Unit Price

7. Unit of Measure: EA = Each, BX = Box, DZ=, each, feet, etc.

8. Required delivery date. Specify the date needed. Special shipping must be noted on purchase requisition.
9. Clear and Concise Item description: Provide suggested manufacturer and product number whenever possible. Indicate color when appropriate. Care should be taken that each requisition lists only items that can be furnished by one supplier (i.e., do not request a pick-up truck on the same requisition as a desk).

10. Provide technical specifications or supporting documentation as an attachment.

11. Provide information received from vendors. If there is no time, quality constraints or other constraints, quotes from three vendors should be obtained. If there is time, quality constraints or other constraints, provide justification with the purchase requisition. A Sole Source/Proprietary Source Form must be completed for any purchase over $2,500.

12. A purchasing requisition number will be assigned by the Work Place. Please note the requisition number, and refer to it when tracking status through the system or calling Purchasing and Contracts for additional information or follow-up.

2.2 Additional Approvals

Certain purchases must receive additional approvals prior to issuance of bids or the processing of purchase orders, and are as follows:

1. Vehicles, motorized equipment and other related purchases must be approved by Maintenance Division.

2. All computer equipment including CAD/AVL, peripherals, and software must be approved by Information Technology.

3. Maintenance agreements, licensing agreements, or any agreement that is not initiated by LYNX, but is required to be signed by LYNX, may require approval by legal counsel.

4. Printed material involving LYNX Logo should be reviewed by Marketing for consistency. The Department/Division is responsible for obtaining the proper approval.

2.3 Purchasing Responsibilities

The Buyer or Contract Administrator will ensure that appropriate quotes, bids, or proposals are received and that the appropriate level of authority awards it. Upon award, a purchase order or contract will be issued in accordance with the Administrative Rules, Purchasing and Contracts Policies.

If there is a need to contact the Purchasing and Contracts Division regarding a purchase order or contract that has been completed, the user should have the vendor name and the purchase order or contract number readily available.
The Buyer or Contract Administrator will contact the requisitioner if the requisition is incomplete, or if any changes are made to the requisitions.

2.3 **Purchase Orders**

1. A purchase order is a legally binding contract that authorizes the vendor to ship and invoice for the materials and/or services as specified. Purchase Orders shall be written so that they are clear, concise, and complete. Each item should be listed separately, unless a blanket purchase order is issued. This will prevent any unnecessary misunderstanding and correspondence with suppliers.

2. Computer generated purchase orders are issued upon receipt of a properly authorized requisition, and after receipt of competitive quotes RFP's or bids, determination of fund availability, and awarded by the appropriate level of authority. Purchase orders shall be numbered consecutively.

3. Only the Purchasing and Contracts Division shall issue purchase orders. The user Department/Division will not enter into negotiations with any supplier for the purchase of goods or services, unless negotiations have been approved per the Administrative Rules or Policies. The Purchasing and Contracts Division shall transmit all purchase orders to the supplier.

4. The following information should be included on the purchase order for the purpose of establishing conditions of purchase, providing instructions to the vendor, and coordinating with other Departments:

   a. **Purchase Order form:** All Purchase Orders will be printed on the standard purchase order form.
   b. **Purchase order number:**
   c. **Date of order**
   d. **Requisition Number:**
   e. **Buyer’s Name**
   f. **Contract Number, when appropriate**
   g. **Vendor Code**
   h. **Requisitioner’s name**
   i. **Ship to address**
   j. **Vendor name and address**
   k. **Payment Terms**
   l. **Delivery Date**
   m. **Quantity and Unit of Measure**
   n. **Item description:** Input by the requisitioner and edited as needed by the buyer. This includes pertinent descriptive data including catalog number, style number, color, etc. The detailed description may refer to “specifications attached and made # part thereof”.

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2.4 Micro Purchases

Micro Purchases cover any purchase open market purchase under $2,500. Competitive quotes are not required as long as the price is deemed fair and reasonable.

2.5 Blanket Purchase Orders

1. Blanket purchase orders (BPO) are used for the purchase of indeterminable miscellaneous items, materials, supplies, parts, etc., over a specific period of time (usually one fiscal year). Items may be purchased as needed by the user Department, against the blanket order number for the term of the BPO, or until the dollar amount is reached. The BPO generally establishes a maximum dollar limit, the period covered, and any pertinent terms and conditions. However, since the items to be purchased are unknown at the time of issuance of the BPO, line item pricing is normally not included. A BPO cannot exceed $2,500 unless it cites an existing annual term contract. Capital Items should not be purchasing using a BPO. Only one BPO shall be issued annually for the Division for a specified vendor unless otherwise approved by the Manager of Procurement and Contracts. If additional goods or services are needed and/or additional funds need to be encumbered, a change order will be required.

2. A BPO is initiated by a regular purchase requisition, and is printed on regular purchase order forms, indicating that it is a BPO. A BPO is consecutively numbered as with regular purchase orders. In addition to the regular information required on a requisition a BPO shall contain the following information with the delivery orders processed as follows:

   a. The period of time the BPO will remain valid (usually through the end of the fiscal year or through the term of a Term Contract which ever comes first).

   b. The maximum dollar amount (cap) that cannot be exceeded (unless increased by a change order). When it is apparent the cap will be insufficient, a change order may be requested by the using Department to increase the cap.

   c. Capital Items will not be purchased using a BPO so as to avoid unauthorized expenditure of funds for capital equipment. This amount is subject to change based on the dollar limit set under the capital fixed asset policy.
d. Name of Department/Division and any specific personnel authorized to utilize
the BPO and issue delivery orders against the BPO.

3. Partial payments are made as items are purchased against the BPO and until the dollar
amount encumbered for that BPO is reached. BPO’s shall be monitored very
closely by the user Department as to expenditures, so as not to exceed
encumbered amounts and as to time, so that the BPO does not lapse before a new
one, if needed, is issued, or it is extended via issuance of a change order.
Department/Division must acknowledge, in a timely manner, the receipt of
goods and authorize the Finance Division to pay invoices. The Finance Division
will process invoices for received materials or services, so that discounts may be
obtained. Department/Division should monitor the status of the BPO for discounts
taken and freight charges applied.

2.6 Emergency Purchases

1. An emergency occurs when certain conditions might adversely affect the life,
health, safety and welfare and or property of the Authority, its officers or
employees or the residents of its service region, or when it is necessary to
maintain or restore vital services, to address non-compliance with applicable
law, or situations which may cause major adverse financial impact to the
Authority should immediate action not be taken.

2. It shall be the responsibility of each Department Chief to ensure the
emergency purchases are done in accordance with the Administrative Rule-
004, Procurement and Contract Administration. Departmental officials shall
not use the emergency purchase procedure to abuse or otherwise purposely
circumvent the regular established purchasing procedures.

3. The Chief Financial Officer, the Manager of Procurement and Contracts, and
the Executive Director are authorized to approve emergency purchases in
accordance with the monetary amount, which they are expressly delegated.
The Executive Director must approve emergency purchases, which exceed
$150,000.

4. The user Department Chief/ of the ordering Department shall contact the
Manager of Procurement and Contracts or designee to explain the nature of
the emergency. A purchase order will be issued upon receiving an email
of a completed Emergency Purchase Data Sheet (Exhibit G) or upon the
automated purchasing system generation of a requisition with emergency
justification. A competitive environment shall be utilized for purchases
unless there is a time or quality or other constraint. The user Department
Director/Division Manager shall be responsible for providing adequate
documentation including a written determination of the basis for the
emergency and for the selection of the particular contractor. The Purchasing
and Contracts Division may obtain additional price quotes prior to issuing a
purchase order number if time permits.

5. Should an emergency arise other than during normal business hours, the
user Department Director shall act to secure the necessary materials or service, and shall have the authority to authorize purchase orders per vendor not to exceed $10,000. Should an emergency purchase order exceed $10,000, the Department Chief shall practice due diligence in obtaining quotes to ensure costs are kept to a minimum while ensuring that appropriate action is taken to procure the needed goods and/or services, and is in compliance with the Administrative Rule-004, Procurement Practices, Section 4.4.2 and 4.5.9. A requisition shall be sent or if online, input a requisition into the automated purchasing system and be approved by the user Department Director/Division Manager or designee, and the Emergency Purchase Data Sheet (Exhibit G) shall be submitted to the Purchasing and Contracts Division on the next work day following the date of purchase.

6. Any emergency purchases exceeding the mandatory bid amount of $50,000.00 shall be presented to the Authority’s Board at the next Board meeting.

7. The Purchasing and Contracts Division may take appropriate action, as deemed necessary, should the user Department not strictly adhere to the Authority’s Purchasing Policies and Procedures and:

   A. When emergency purchases are made, the user Department/Division does not make the purchase at the best possible price.

   B. Abuse of the emergency process due to failure to anticipate normal needs or project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end.

8. A true emergency will often occur as a result of parts and labor needed for repairs to equipment that must be kept in operating order. Blanket PO’s may be set up in advance with vendors who are usually contacted for such repairs, in anticipation of minor repairs or your purchasing card can be utilized.

9. When an emergency purchase is made and there are insufficient funds in the appropriate account(s), the emergency purchase must be followed up, in a timely manner, with a budget transfer by the user Department/Division.
Section 3 – Contracts

3.0 Annual Contracts

An Annual Contract (AC) is a formal contract that may utilize a purchase order and is issued for a specified time period (usually one-year intervals, with multiple, one (1) year options to renew) as a result of a competitive bid or proposal process for specific items or services to be purchased for the duration of the contract. Each item or service on the AC has a firm price, and the AC may allow for a firm discount (percentage) off list prices that are established at the time of award. AC's are awarded for the use by all Departments and Divisions, and shall be utilized when purchasing an AC commodity or service. The process for AC is as follows:

a. The user Department/Division shall notify the Purchasing and Contracts Division via submission of a purchase requisition defining the need for an annual contract. The appropriate documentation (e.g., estimated quantities, item descriptions, specifications, etc) should be submitted with the purchase requisition. The Procurement and Contracts Division may initiate an Invitation to Bid, Quote or Request for Proposals for annual contracts for Authority wide use as deemed appropriate by the Purchasing and Contracts Manager (e.g., office machine repair and office supplies).

b. Solicitation for an annual contract will follow the same procedure as an Invitation for Bid, Quote or Request for Proposal. The Purchasing and Contracts Division shall issue an Invitation to Bid or Request for Proposal, and obtain Board approval of purchases when the aggregate total is over $150,000. A contract can be awarded item-by-item, lot-by-lot, or all-or-none-total offer basis, whichever is most advantageous to the Authority.

3.1 Invitation for Bid (IFB)

An IFB will be issued for defined requirements where the estimated cost exceeds $50,000 and cannot be obtained from an existing State Contract or another outside Contract in which LYNX has authorization to use.

3.2 Request for Proposals (RFP)

An RFP will be issued for requirements in where the deliverables are not defined, or are technical in nature and the estimated cost exceeds $50,000 and cannot be obtained from an existing State Contract or another outside Contract in which LYNX has authorization to use.

3.2 Contract Administration Checklist

The Contract Administrator will use the checklist for each BID/RFP issued. The CA will document each step taken during the procurement process. The completed checklist will be kept in the contract file.
3.3 **Specifications**

The requesting department will submit the technical specifications and or scope of work to be performed. The specifications or scope or work shall be written in a way as not to limit or restrict competition.

3.4 **Independent Cost Estimate**

The requesting department must submit an Independent Cost Estimate. This estimate may be based upon past purchase history, similar procurement and or published price lists.

3.4 **Contract Types**

The contract administrator must determine the type of contract will result from the IFB/RFP. The most common contracts are a Firm Fixed Price or a Firm Fixed Price with Economic Price Adjustment.

3.5 **Indefinite Delivery Contracts**

When the exact times or the exact quantities of future deliveries are not known at the time of contract award, or when the shelf life of the product needed is short, grantees may wish to consider some form of indefinite delivery (ID) contract. Indefinite delivery contracts offer a number of advantages that will be discussed below with each type of ID contract. As a general rule, however, ID contracts permit the grantee to maintain inventories at minimum levels and provide flexibility with respect to shipments to various user locations. It also facilitates decentralized ordering by users at different locations.

There are three types of indefinite delivery contracts:

1. Definite-quantity contracts,
2. Requirements contracts, and
3. Indefinite quantity (IQ) contracts (commodities)/Task order contracts (services).

3.6 **Definite-quantity Contracts**

A definite-quantity contract is one which provides for delivery of a definite quantity of specific supplies or services during a time period which is fixed, with deliveries or performance to be scheduled at designated locations at the time each order is placed under the contract. This type of contract is appropriate when the requestor knows in advance how many total items it will need during the contract period but is uncertain as to the exact time or the exact amount of its needed deliveries to any given location. The supplies or services called for by this type of contract must be regularly available from the supplier or available after a short lead time.

3.7 **Requirements Contracts**

A requirements contract is one in which the grantee commits to place all of its requirements for a particular item or service with a particular contractor during a specified contract period, with deliveries or performance to be scheduled at the time each
order is placed under the contract. This type of contract is used when quantities and/or the times of needed deliveries are uncertain. It permits flexibility to LYNX in both quantities and delivery schedules. It may also shorten the delivery time of a product that has a longer production lead time because the contractor knows that the LYNX will obtain all of its requirements under its contract and in this situation contractors may be willing to maintain some level of inventory. A requirements contract also allows for the ordering of supplies or services after requirements become known. It differs from the indefinite quantity contract in that it promises the contractor that all of the grantee’s requirements for the particular item will be procured from the contractor, whereas the indefinite quantity contract makes no promise of this nature and may in fact be one of several (multiple) contracts awarded for the same item or service. The requirements contract may produce better prices for the grantee in that the contractor is assured from the beginning that all supplies or services of the type called for will be procured from the contractor during a stated period of time. The disadvantage is that it will be committed to order all of the designated supplies at the contracted price even if it later learns that the supplies can be ordered elsewhere more cheaply.

1. **Estimated Total Quantity**

   When this type of contract is used, the requestor should state a realistic estimated total quantity in the solicitation and in the resulting contract. This estimate is not a guarantee that LYNX will buy the estimated quantity, but is a good faith estimate of what the requirements are likely to be. The estimate should be based on records of previous requirements as well as the most current information available.

2. **Maximum and Minimum Quantities**

   The contract should protect the contractor by stating a maximum limit of the contractor’s obligation to deliver. This maximum limit may be expressed for the entire contract, as well as for each individual order and for any particular period of time within the contract period of performance. Minimum order amounts may also be expressed for each order placed and for the contract as a whole. Minimum order amounts, however, are not required for this type of contract because the grantee’s commitment to buy its requirements from the contractor represents the legal consideration necessary to make the contract binding. It should be noted that the minimum and maximum quantities in a requirements contract are for the contractor’s protection and do not necessarily limit LYNX’s procurement authority to order more units. Thus the grantee’s authority to add units to a requirements contract without re-competition is founded on its initial promise to award all of its requirements to the successful contractor and such additions would not constitute an impermissible increase in scope (as would be the case with an indefinite-quantity contract when the LYNX seeks to add units above the stated maximum).
3.6 **Indefinite-Quantity Contracts**

An indefinite-quantity contract is one that provides for an indefinite quantity of supplies or services, within limits that are stated in the contract, to be provided during a time period that is fixed in the contract. Deliveries of the supplies or performance of the services are scheduled by placing orders with the contractor. This type of contract may be appropriate when LYNX cannot predetermine, above a specified minimum, the precise quantity of supplies or services that will be required during the contract period, and it is inadvisable for LYNX to commit itself for more than a minimum quantity. Indefinite-quantity contracts offer several advantages:

a. Minimum inventory levels of supplies can be maintained,
b. Shipments can be direct to users in various locations,
c. They permit flexibility in both quantities and delivery scheduling,
d. Supplies or services can be ordered after requirements become known, and
e. LYNX's obligation is limited to the minimum quantity specified in the contract.

**Minimum and Maximum Quantities**

To ensure that the contract is binding, a minimum number of units must be stated in the contract, and it must be more than a nominal quantity. There must also be a stated maximum of units that may be ordered. Indefinite-quantity contracts should never be "open ended," where no maximum quantity is stated. The contract may also state maximum or minimum quantities that may be ordered under each task or delivery order and the maximum that may be ordered during a specified period of time within the contract's period of performance.

3.7 **Independent Cost Estimate**

Each procurement must contain an Independent Cost Estimate. The cost estimate can be based on any of the following as a guideline.

**Commodities**
- a) Previous Purchase Price
- b) Current Contract Cost
- c) Market Catalogs
- d) Cost paid by other agencies for similar service

**Services**
- a) Previous Cost
- b) Current Contract Cost
- b) Cost paid by other agencies for similar service

**Construction**
- a) Breakdown of Labor
- b) Breakdown of Materials
- c) Bonding Cost
- d) Overhead and Profit
3.8 **DBE Participation**
A goal DBE goal must be identified in the bid document when federal funds are being used. The Contract Administrator and the Project Manager will work with the DBE Coordinator in the establishment of the goal.

3.9 **BID Process**

a. Obtain authorization from the Board of Directors (if required).

b. Each IFB will be issued using the Authorities standardized format.

c. Obtain a statement of work from the Project Manager.

d. Obtain an Independent Cost Estimate from the Project Manager.

e. Provide the Project Manager with a procurement schedule.

f. Work with the Project Manager and Manager of Compliance to obtain a DBE if federal funds are used.

g. A legal advertisement will be published at least one week prior to the issuance of the bid.

h. A bidders list will be maintained as to who has requested the bid.

i. If a pre-bid conference is held, attendees will sign in and minutes will be taken. If a DBE goal is required, the Compliance Officer shall be in attendance.

j. Provide a written response to all bidders pertaining to any questions/clarifications received.

k. Amendments if issued will be sent to all firms on the bidders list.

l. All bids received shall be stored in the locked “Bid Box” until bid opening time.

m. A minimum of 2 Procurement staff members will be present at the bid opening. All persons present at the bid opening will sign the attendance sheet.

n. The Contract Administrator will review each bid submitted to ensure the bidder was responsive. Where the required forms and documents submitted with the bid?

o. All bids will be recorded on the bid tabulation sheet. Any bid received which is non-responsive will be annotated on the bid tabulation sheet.

p. The CA will advise the project manager of the bid results and will seek their input if necessary.

q. A copy of the bids will be forwarded to the Compliance Officer is a DBE goal is required.

r. Once a low responsive bidder has been established, the CA will conduct a determination of responsibility.

s. A notice of intent to award will be sent to the bidder receiving the award.
i. A notice of will be sent to the unsuccessful bidders along with a copy of the bid tabulation sheet.

u. Prepare the Board Consent item for the award of the contract (if required)

v. Prepare the Contract document and forward it to legal for review.

3.10 **Proposal Process**

a. Obtain authorization from the Board of Directors (if required).

b. Each RFP will be issued using the Authorities standardized format.

c. Obtain a statement of work from the Project Manager

d. Obtain an Independent Cost Estimate from the Project Manager

e. Provide the Project Manager with a procurement schedule.

f. Work with the Project Manager and Manager of Compliance to obtain a DBE if federal funds are used.

g. Coordinate with the Project Manager the members of the Source Evaluation Committee (SEC).

h. Coordinate with the Project Manager, the Scope of Work.

i. Coordinate with the Project Manager, the evaluation criteria.

j. A legal advertisement will be published at least one week prior to the issuance of the RFP.

k. A list will be maintained as to who has requested the RFP.

l. If a pre-proposal conference is held, attendees will sign in and minutes will be taken. If a DBE goal is required, the Compliance Officer shall be in attendance.

m. Provide a written response to all interested firms pertaining to any questions/clarifications received.

n. Amendments if issued will be sent to all firms on the bidders list.

o. After the due date and time for the submission of the proposals have passed, the Contract Administrator will review each proposal submitted to ensure the proposal is responsive. Where the required forms and documents submitted with the bid?

p. A copy of the proposals will be forwarded to the Compliance Officer if a DBE goal is required.

q. The CA will forward a copy of each responsive proposal received, a letter on non-conflict, letter of instruction on the evaluations and scoring sheet to each member of the SEC.
r. The CA will publicly notice the date, time and location of the SEC meeting. Such notice will also be sent to each firm who submitted a proposal.

s. The CA will chair the SEC meeting and document the meeting.

t. Once the SEC has made an award recommendation, the CA will conduct a determination of responsibility.

u. A notice of intent to award will be sent to the firm(s) receiving the award.

v. A notice of will be sent to the unsuccessful firms along with a copy of the SEC tabulation sheet.

w. Prepare the Board Consent item for the award of the contract (if required).

x. Prepare the Contract document and forward it to legal for review.

3.11 Contract Award
Prior to the award of an RFP or BID, the Contract Administrator will conduct a determination of responsibility. The Contract Administrator will address the following areas:

   a. Contractor Integrity
   b. Record of Past Performance
   c. Financial and Technical Resources
   d. Conflict of Interests
   e. Debarment

Each CA will conduct an EPLS check and printout the findings which will be made part of the determination. A written memo documenting the determination of responsibility will be filed in the appropriate tab in the contract file and the check list will be documented as to the completion.

3.12 Single Bid or Proposal
In the event a single bid or proposal the following steps are to be followed:

1. Determine if there was adequate competition. Contact the firms and find out why a bid was not submitted.

2. Review the specification to see if they were too restrictive?

3. If a determination is made that reasons given by the non-respondents were unrelated to the specifications or solicitation terms, you may presume competition was adequate and proceed with the award as a competitive one. You should document your file so
that there is a clear audit trail for reviewers to understand how you reached your determination.

4. If the competition is deemed to be adequate, then a price analysis using LYNX Form P27 must be performed to determine the reasonableness of the bid price. If, on the basis of a price analysis, you are able to document your determination that the price is fair and reasonable, and if the bid is responsive and the bidder responsible, you may proceed with award. If, however, you cannot determine the reasonableness of the bid on the basis of a price analysis, then you will have to request a detailed breakdown of costs and profit from the bidder and perform a cost analysis using LYNX form P26.

5. If competition is deemed to be inadequate, and you decide to process the award as a sole source, then you will have to perform a cost analysis (i.e., request from the bidder a detailed breakdown of the estimated costs and profit) unless you can establish the reasonableness of the price based on the bidder’s catalogue or market price (note that the item must be sold in substantial quantities to the general public), or the price is set by law or regulation. If the bidder refuses to furnish a cost breakdown for your analysis, then you will have to request a waiver from FTA and that a cost analysis must be conducted on every sole source procurement, or cancel the procurement and re-solicit bids.

3.11 Options
For multiyear contracts, each IFB or RFP must contain options to extend the term of the contract or for additional quantities. Each year of the base term of the contract along with the option years or quantities shall be priced individually. Before the option can exercised, the following must take place.

a. The Project Manager will be notified in writing at least 6 months prior to the expiration of the Contract.

b. The Project Manager will provide in writing to the Contract Administrator the request to exercise the option. The letter should state that the contractor’s performance has been satisfactory under the contract.

c. Obtain the approval of the Board of Directors, if required.

d. The Contract Administrator shall document the file stating the exercising of the option is in the Authority’s best interest and the price for the option is fair and reasonable.

e. Use LYNX Form P23 “Option Worksheet”
3.12 **Contract Files**
In order to provide continuity all Contract Files will be filed in a two part folder. Each Contract File will be tabbed using the Contract Index Form.

3.14 **Inspection Reports for Buses**
The reports from the on-site inspector summarize how the construction of the vehicles and their operational characteristics met (or did not meet) the contract specifications and compliance with the Buy America Act.

The reports generated by the on-site inspector must be sent directly to the procurement department along with the accompanying documents will be filed with the purchase order pertaining to those vehicles.

An electronic copy of the report will be forwarded to the Deputy Chief of Operation – Maintenance for their file.

Chief Executive Officer: [Signature] Date: 2/27/2021
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**TRANSPORTATION MISSION STATEMENT**

To provide transportation services by maintaining a diverse workforce that inspires communication, integrity, excellence and cooperation through empowerment.

**PREFACE**

Transportation is a team of dedicated employees who possess the knowledge, skills, and abilities to achieve a high degree of excellence. Our service philosophy is captured in our service standards.

**SERVICE STANDARDS**

“We enhance people’s lives every day through passion, pride, and performance”. Daily decisions are based on these four (4) service standards: Safety, Courtesy, Efficiency and Cleanliness.

**OBJECTIVE**

Transportation’s objective is to provide safe, continuous, quality transportation services to all LYNX customers. The policies and procedures contained in this manual do not fix the standard of care to the public; and these rules should not be held to augment any substantive legal duty of LYNX or its Operators. These policies and procedures are designed to provide Transportation employees with information and guidelines related to providing the customer service expected of all LYNX employees. It is Transportation’s ultimate responsibility to provide continuous support and to deliver and
monitor quality and safe service to our customers. This must be achieved while operating within the established budget while at the same time striving for operational efficiencies. All services are delivered in a safe, courteous, efficient, clean and cost-effective manner.

STANDARD OF CARE
The reasonable care required of a common carrier for the safety of a passenger is the highest degree of care that is consistent with the mode of transportation used and the practical operation of the business of a common carrier of passengers. In such a case negligence of a common carrier may consist either in doing something that would not be done or in failing to do something that would be done by very careful persons under the conditions and circumstances then affecting the carrier and the passenger.

Violations of these rules/policies/regulations will subject an employee to progressive discipline in accordance with the Collective Bargaining Agreement.

ADDITIONAL POLICIES
The Authority has established additional policies which apply to all employees. These include things such as, sexual harassment, discrimination, internet and e-mail, drug-free workplace, and conflicts of interest. Employees should familiarize themselves with these policies. These and other policies may be found on iNLYNX under internal links (policies and procedures).

SECTION 1 – GENERAL RULES

1.1 General
The “Operator’s Guide & Work Rules” governs the performance and conduct of all Operators. Its purpose is to clarify duties and responsibilities by defining LYNX’ rules and procedures, explaining what is expected of all Operators and detailing how these duties are to be performed. Everyone’s job is easier when all Operators follow the same rules and procedures. The customers we serve also benefit because they can count on consistent application of the rules and procedures from all Operators.

1.2 Knowledge of rules
This guide has been made pocket size and is provided to Operators so that it can be carried at all times while on duty. It is intended to be a quick reference guide. In order to become thoroughly familiar with the subject matter contained herein, we encourage Operators to review the contents of this book on an annual basis.

1.3 Maintenance of guide book
Any changes, modifications, or additions to this guide will be provided on an as needed basis in the form of an insert. Operators are responsible for keeping any and all updates in the guide book.
1.4 Additional orders and instructions
In addition to these rules and procedures, special orders and instructions will be posted on the bulletin boards.

The bulletin boards are located in convenient locations at all Divisions so that Operators can read them prior to departing a division.

All directives, notices and instructions are to be followed unless otherwise instructed.

One of the principal ways of communicating operational information to Operators is through the bulletin boards. Review the bulletin boards located at each division for pertinent information on a daily basis prior to leaving dispatch.

1.5 Clarification of procedures
If an Operator has a question on a particular item in this guide, or if a procedure requires further clarification, please request assistance from a Transportation Manager/Supervisor.

1.6 Responsibility
Operators must be willing to accept and carry out oral and written instructions from Supervisory personnel. **Class (C) Violation**

1.7 Situations not covered
Whenever situations arise which are not covered by procedures in this guide, sound judgment should be used by the Operator. Many situations will occur which will require an instantaneous response. Knowledge of the contents of this guide, along with assistance from Dispatch, will get an Operator through most of the situations they will face. When Operators handle a unique case, let a Transportation Supervisor know, as soon as possible, how the situation was handled.

1.8 Police intervention
If a situation occurs on board the bus and it requires an intervention by law enforcement personnel, contact Dispatch immediately. Do not call a law enforcement agency unless it is a life threatening situation or it is an emergency. In either case contact the Dispatcher immediately after contacting the law enforcement agency. **B**

**SECTION 2 – REPORTING FOR DUTY**

2.1 Reporting to dispatch
1) Operators must report for duty at their designated report location at, or before their scheduled report time to avoid being charged with a miss-out. For example, if you are relieving an Operator at LCS, you must be at the lane and bay at the scheduled report time. Refer to Section 15, MISS-OUT POLICY, for an explanation of miss-outs.

2) Operators are to take buses only assigned to
them by the Division Dispatcher, Radio Supervisor
or the Lot Supervisor. Contact the Radio
Supervisor immediately if you have changed buses. A

3) When reporting to the Dispatcher, verify the time
on your time piece with the digital clock in the
dispatch area. A
Note: Operators may not report to the Dispatchers
more than seven (7) minutes early.

4) Operators are not allowed to report for duty at
the Dispatch window wearing an earpiece or
using an electronic device. This includes, but is
not limited to, I-phones, I-pods, Bluetooth type
devices, MP3/music players, smart phones, PDA’s
(personal digital assistants) ear devices and/or text
messaging devices. Class (C) Violation

2.2 Reporting sick
When an Operator is ill, notify Dispatch at least one
(1) hour before the scheduled report time for the
assigned run. Failure to do so will result in a miss-out
being issued to the Operator. The Operator is the
only person from whom a call will be accepted, unless
he/she is hospitalized. Should an Operator report to
the Dispatcher on or before their scheduled report
time, and they become sick, they will not be issued a
miss-out.

When an Operator is off due to illness for five (5)
consecutive workdays, he/she will be required to
submit a doctor’s certificate indicating he/she can
return to work without restriction.

LYNX reserves the right to have an Operator
examined by a physician of its choosing at any time
at the Authority’s expense, during the period the
Operator is on sick leave. LYNX is concerned about
our employee’s well being when they are out sick.
Therefore, LYNX requires that an Operator contact
Dispatch via telephone, or in person, at least once
every three (3) days after initial report, unless the
employee brings in a letter from their attending
physician stating that they will be off for a specified
period of time. This letter should also include the
attending physician’s name, phone number and a
release date.

1) If an Operator has been approved for FMLA and
calls off using FMLA, the Operator will be off until
they call back on for their work. Fraudulent use of
FMLA sick time/days is a serious offense.
Class (C) Violation

Deficient performance may begin when an
Operator calls off sick. The reason for the call-off
may vary, but the end result is an absent because
the Operator was unable to report to work at their
appointed time. When an Operator calls off, it will
be recorded as an occurrence of absence. After five
(5) occurrences of absences, the employee will be
placed into progressive discipline, Step I, which is
the first step of the Deficient Performance Steps. There are a total of four (4) steps in the Deficient Performance progressive discipline.

In the event an Operator calls off sick while on duty, the Operator will be required to submit a doctor’s certification upon returning to work.

The Operator must call back on before 2:00 p.m. in order to be placed on their assigned run the next day. Calling after 2:00 p.m. will cause the Operator to be assigned to an open run or cause them to be assigned to the bottom of the extra board based on manpower needs the next day.

Accordingly, discipline will be administered to employees in a progressive manner at the Authority’s discretion, as provided for in the Collective Bargaining Agreement in Article 4, Authority Rights. Deficient performance in any one (1) or combination of work related categories will result in discipline up to and including termination. All progressive discipline will be administered in accordance to the steps listed below:

**Step I**

Five (5) Occurrences: Written Notification before suspension

**Step II**

Seven (7) Occurrences: Written Warning, with one (1) day suspension

**NOTE:** All occurrences from this point will require an employee to provide a doctor’s certification before returning to work and calling back on or before 2:00 p.m. the day prior to returning for duty.

**Step III**

Nine (9) Occurrences: Final Written Warning with three (3) day suspension

**Step IV**

Eleven (11) Occurrences: Subject to Termination depending on overall work history.

Note: Above occurrences exclude Approved FMLA days.

Before any disciplinary action is finalized in Step IV, all extenuating circumstances (extenuating being defined and determined by the Authority) supported by documentation along with past performance will be reviewed and considered before making the final decision on discipline.

2) If an Operator has requested to take a personal day off and the request is denied and the Operator calls off sick or does not report to work on that day, the Operator will be subject to discipline.

**2.3 No call/no show**

Three (3) days of no call/no show is defined as job abandonment and the Authority will terminate an employee’s employment at that point.

**Class (C) Violation**
2.4 Changing assignments
Operators must not change their scheduled hours, assignments or duties unless authorized to do so by Supervision. **Class (C) Violation**

2.5 Permitting others to perform part of assigned duties
Operators must not permit others, even though qualified, to perform any part of their assigned duties, unless that person is authorized by Supervision to do so. **Class (C) Violation**

2.6 Equipment to have while on duty
Operators must have the following equipment with them while on duty:
- Hole punch
- An accurate timepiece (neither a cell phone nor the fare box are to be used as a time piece),
- CDL (commercial driver’s license)
- Medical Certificate
- Emergency transfers
- A current schedule book
- Destination sign codes for their route
- Paddle for their run
- Left/Right sheet for their route
- Operator’s Guide & Work Rules
- LYNX ID
- Magnetic badge number

Operators are personally responsible for LYNX property issued to them. If any part of the issued property is lost or stolen, it must be reported immediately to Supervision.

Upon separation of service from LYNX or upon request of the Authority, an Operator must immediately turn in all LYNX equipment, supplies, and property issued to them or otherwise in their possession to a Transportation Supervisor or the Administrative Assistant.

2.7 Notification of address change and personal information
Operators must notify LYNX immediately of any changes in their address or telephone number. Failure to notify LYNX of such changes can result in unnecessary delays in emergency information being transmitted to the Operator.

2.8 Emergency contact home telephone number or cellular telephone number
All LYNX Operators are required to have an in-service home telephone or a cellular telephone number on file with LYNX Dispatch where they can be contacted in the event of an emergency. Failure of a LYNX Operator to have an in-service telephone or cellular number on file with LYNX Dispatch will result in disciplinary action. Once it has been brought to the Authority’s attention, an Operator will be given ten (10) business days to obtain a valid, working telephone number for recall purposes.
If the lack of an in-service home telephone number or cellular number is due to financial hardship, the Operator must notify their Division Manager in writing and provide proof of the hardship. On a case-by-case basis, the Authority will work with the individual Operator to develop emergency contact ability.

2.9 Suspended or revoked CDL
If an Operator receives a notice that their license, permit or privilege to operate a motor vehicle has been revoked, suspended or withdrawn they must notify LYNX immediately. If they are convicted of a traffic infraction in any jurisdiction, notify the Authority of the contents of the notice before the end of the business day, following the day it was received. If an Operator’s license is suspended, they have up to ten (10) business days to have it reinstated; however, an Operator cannot work during the ten (10) days. After the tenth business day, an Operator will be considered unavailable for work and the Authority has the right to terminate their employment, unless there are verifiable extenuating circumstances. **Class (C) Violation**

2.10 Mailboxes
1) All Operators are issued mailboxes where they will receive most of their correspondence from the Authority along with their paycheck. There is a charge for lost mailbox keys. Do not give your key to someone else to use or to check your mailbox. You are responsible for checking your mailbox on a daily basis. Failure to respond to requests placed in the mailbox will result in disciplinary action. **A**

2) If an Operator changes Division, they must turn in their mailbox key from their previous Division to the Administrative Assistant at LOC. At that time they will be issued a new mailbox according to the Division they are assigned too. The Operator will have one (1) week after changing Divisions to change mailbox locations. **B**

SECTION 3 – PERSONAL SAFETY on LYNX PROPERTY

3.1 Personal safety on LYNX property
Operators need to be conscience of their personal safety and the safety of their fellow employees, customers and others. Sound judgment, safety and vigilance need to be maintained at all times. Report any unsafe condition that may result in personal injury. Safety is everybody’s responsibility.

3.2 Safety and speed restrictions on LYNX property
It is the duty of all employees when on the Authority’s property to be alert and to take the necessary precautions to protect their own personal safety and the safety of others. When operating a vehicle at any of the Authority’s facilities, observe the POSTED SPEED LIMIT of 10 M.P.H. When operating a vehicle in the downtown terminal,
the SPEED LIMIT is 5 M.P.H. When walking on the
Authority's property, be alert for vehicles that are
moving in and about the area.

3.3 Employees riding as passengers
To avoid distracting the Operator, employees
riding as passengers need to refrain from holding
unnecessary conversations with the Operator
driving the bus. They should not occupy seats to
the exclusion of paying customers and remember,
the same laws apply to employees, they, must stand
behind the standee line when riding the bus.

3.4 Siblings riding the bus
Operators are not allowed to bring their siblings to
work with them nor are their relatives or close friends
allowed to ride the bus with them on a continual
basis for more than one (1) round trip.

SECTION 4 – CONDUCT

4.1 General
The Authority expects Operators to be courteous
and treat fellow employees and customers with
respect. Words or acts of hostility, verbal or physical
abuse towards any of its customers, officials, agents,
employees, or the Authority will not be tolerated.
Remember, only through our full cooperation and
effort, can the Authority prosper. As employees
providing a public service, each of us has the
obligation to conduct ourselves in a manner befitting
the public trust. It is the Authority's policy that
every customer be treated with the utmost respect
even in difficult and adversarial situations. As a
representative of the Authority, Operators should
conduct themselves in a professional manner at
all times. Class (C) Violation

4.2 Discipline
Operators who commit the following offenses, are
subject to suspension or termination:
• acts of discourtesy
• dishonesty
• insubordination
• inappropriate conduct
• fighting
• gross carelessness
• not properly accounting for the Authority's
  revenues
• willful neglect
• making false reports or statements
• concealing facts concerning matters under
  investigation
• failing to report an accident
• failing to make proper effort to procure
  witnesses
• unauthorized removal of the Authority's
  property or other employee's property.
Class (C) Violation

4.3 Physical encounters
Operators should avoid physical confrontations
whenever possible. This means refraining from
leaving the Operator’s seat to settle disputes, unless it is necessary to do so to defend themselves or customers from physical attacks. It also means avoiding physical contact unless the Operator, or a customer, is being attacked. If an Operator comes under direct physical attack, and they believe physical harm, serious injury or death may result, use only enough force to subdue the attack and restore order. Once the attack ceases, do not pursue the assailant. If an Operator uses more force than necessary, they may be personally liable for having acted outside the scope of their employment. Class (C) Violation

4.4 Language and conduct
Operators are to conduct themselves in a respectful, civil and professional manner. Boisterous actions, profane language, and talking negatively about fellow employees or the Authority are offensive and create a negative experience for customers riding the bus. It will not be permitted or tolerated. B

4.5 Smoking, carrying lighted cigars, cigarettes, chewing tobacco or pipes on buses
State and Federal law prohibits smoking on buses. Therefore, Operators must refrain from smoking and displaying unlit smoking material, or any form of tobacco in a manner that could be perceived as being in use, while in buses or in a relief vehicle. Discarded tobacco materials are not allowed on board the bus. B

4.6 Designated smoking areas
Smoking and the use of tobacco materials will be restricted to the designated areas. A

4.7 Gambling forbidden on duty or on LYNX property
Gambling is forbidden while on the Authority’s property and/or while on duty. Class (C) Violation

4.8 Weapons on LYNX property
Employees shall not have any firearms, weapons or other destructive or explosive devices in their possession during working hours or when on the Authority’s property or in an Authority vehicle, even if the employee has a permit to carry one. Firearm means any and all weapons and guns that are designed to, or may readily be converted to expel a projectile by the action of an explosive including, but not limited to, so-called “starter pistols”.

Employees shall not have in their possession during working hours or when on the Authority’s property any bomb, grenade, mine, rocket, missile, pipe bomb, fire-works, or any similar explosive devices, whatsoever or referred to, containing any explosive, incendiary, explosive gas, expanding gas, or fragmentation. Violation of this policy will subject the employee to disciplinary action, up to and including immediate termination. Class (C) Violation
4.9 Destruction of LYNX property
Defacement or destruction of LYNX property is a terminable offense. Class (C) Violation

4.10 Personal breaks
Personal breaks are for the purposes of going to the restroom and are only allowed at designated locations selected by the Authority. If you find the need to take a restroom break while in service follow these instructions:
- Notify Dispatch of your intentions
- Make sure your transmission has been acknowledged by Dispatch
- Inform your passengers of the unscheduled stop
- Set the parking brake, place the transmission gear selector in the neutral position, kneel the bus, turn your flashers on, take your emergency transfers, exit the bus thru the entrance door
- Notify Dispatch upon your return to the bus.
- Secure your fare box

Note: End of the line time is recovery time. It is not a personal break time.

4.11 Violence in the workplace
The Authority does not tolerate threats or acts of violence in the workplace or on the Authority’s property. Violations of this policy may result in a recommendation for immediate removal from the workplace (suspension) termination of employment and/or criminal prosecution depending upon the seriousness of the issue as determined by the Authority.

Violations include, but are not limited to the physical force against another individual or acts or threats of violence in any form or manner whether verbal or non-verbal. Class (C) Violation

4.12 Harassment
The Authority is committed to providing a workplace free of harassment based upon race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, gender, sexual orientation, family care status or veteran status. The Authority strongly disapproves of and will not tolerate harassment of employees by its Managers, Supervisors or co-workers. Violations of this policy will result in disciplinary action up to and including immediate discharge depending upon the seriousness of the violation as determined by the Authority. Class (C) Violation

SECTION 5 – LAWS AND ORDINANCES

5.1 General
1) The operation of the Authority’s vehicles is governed by Florida Department of Transportation Administrative Rule (14-90) and the Department of Motor Vehicles regulations governing CDL operations.
Information regarding Rule 14-90 is contained in our System Safety Program Plan, a copy of which is kept in the Dispatch Office. If an Operator wishes to review this document, please ask the Dispatcher on duty. Please return it to the Dispatcher after it has been reviewed.

Seat belts must be worn at all times that the bus is in motion, pursuant to Federal Motor Carrier Safety Regulations, paragraph 392:16. B

2) Operators may not tie a seat belt into a knot to prevent it from retracting. The use of any device to prevent the seat belt from retracting is strictly prohibited. B

5.2 Indecent exposure
Public urination and/or indecent exposure is a serious offense. Anyone caught urinating in public or on a bus and/or otherwise exposing oneself in public will be subject to immediate termination. Class (C) Violation

SECTION 6 – OPERATING PROCEDURES

6.1 Observance of schedules
1) In the event an Operator finds that they are ahead of schedule, be prepared to wait out your time and then contact radio dispatch.

2) The travel time from your Division to your relief point in a relief vehicle should be adhered to. It is noted on the paddle. A

3) When waiting out your time, make sure the bus is at a safe location and not blocking traffic and that the four-way flashers are operational and on. A

4) Operating two (2) to three (3) minutes ahead of the schedule will result in a violation. A

5) Operating four (4) minutes or more ahead of the schedule will result in a violation. B

6) At connecting points the Operator may wait three (3) minutes past their departure time to accommodate customers trying to make connections. B

6.2 Recovery time
1) Unless schedules specifically provide for some other arrangements, all recovery time must be taken at the end of the line. Operators should not drive buses to any other location during the recovery period, without the specific permission from the Dispatcher on duty at the time. If you leave fifteen (15) minutes behind schedule notify Dispatch. B

2) Customers must be allowed to board the bus as they arrive at the recovery point. This practice is required in the interest of customer safety and comfort. B
6.3 Carrying customers on pull-out and pull-in buses
At the discretion of the Operator, or upon direction from a Supervisor customers may be picked up or carried on buses that are, “Out of Revenue Service.” The Operator, however, must notify Dispatch. In the case of an out of revenue service Operator being asked to alter his or her route to accommodate a stranded customer, the Operator must receive permission from Dispatch.

6.4 Late off the lot
Operators must report to the Radio Supervisor any time they are late pulling off the lot.

6.5 Intentionally running behind schedule
Operators are not allowed to intentionally run behind schedule.

6.6 Displaying the correct destination signs
It is essential that the correct destination sign be displayed at all times for all outbound and inbound trips. Also, display the correct block number.

6.7 Changing destination signs
Change the destination sign when the bus is stopped. Contact the Radio Supervisor to get permission to go “Out of service,” “Drop-Off Only,” or display “Bus is Full.”

6.8 Operating off route
1) Except in cases of emergency, you must not operate off route even for short distances, unless directed or authorized to do so by Supervision, Dispatch, or Emergency Personnel.
2) In cases of emergency due to fires, floods, blockades, or for any other reason, the Operator must immediately notify Dispatch of the circumstances, obtain permission, or follow directions of Police, Fire, or other designated authority.

6.9 Interior lighting of buses
When operating a bus in revenue service, and/or when customers are on board, interior lights are to be turned on.

6.10 Cutting a route short
Do not cut your route short. If a fire, accident, or other blockage occurs, an announcement must be made to the customers both on board and those boarding. Operators will operate the entire route as scheduled from destination to destination, even if no customers are on board.

6.11 Reliefs on the street or at terminals
1) Relief’s scheduled to be made on the street or at a terminal, will be made only at designated relief points and promptly at the scheduled time.
2) Operators are not allowed stop for any reason or to go off route when making a relief or returning from being relieved in a car, van, or a bus.
3) Siblings are not allowed to ride in relief vehicles. B

4) If an Operator is making a relief for a bus that is pulling in, the Operator must be at the assigned lane and bay at least three (3) minutes prior to the relief time. An Operator making a relief at the downtown terminal will report to the terminal Dispatcher on or before their scheduled report time. The Operator making the relief will check with the Operator he or she is relieving, at the appropriate lane and bay, in order to exchange information. B

5) It is the responsibility of the relief Operator to board all waiting customers. If there is no relief Operator available, the pull-in Operator should board the waiting customers. B

6.12 Relief’s not made at scheduled times
1) To preserve the integrity of service, Operators scheduled to be relieved, who do not get relieved at the scheduled time, MUST NOTIFY Dispatch and continue in service until advised by Dispatch. B

2) Operators who are being relieved are to check with the downtown terminal Dispatcher to make certain their relief has reported to work. Operators who are being relieved and fail to check with Dispatch, and their relief Operator has not reported to work, will be subject to receiving a violation if there is no Operator to pull the bus out at the scheduled departure time. B

6.13 Authorized Operators
The Operator assigned to a vehicle and route must not permit other persons to operate the vehicle except: (1) a Student Operator during instruction when assigned, (2) another qualified Operator making authorized relief, (3) Mechanic, or (4) Supervision. Class (C) Violation

6.14 Operator identification (ID) number
Display your Operator’s ID number in the holder provided on the front bulk-head of the bus while in revenue service. A

6.15 Appearance of Operator’s area
1) Operators must maintain a neat, clean and professional appearance in and around the driver’s area. Unnecessary items such as newspapers, magazines or other articles should not be placed on the dash or between the instrument panel and the windshield. The dash area must remain clear and clean at all times. A

2) The driver’s side window and windshield must remain clear of any and all obstructions at all times. Sun shades/screens approved by the Authority are acceptable on the driver’s side window only. B

6.16 Radios, cell phones, TVs, recorders, and all other types of electrical sound devices
Our primary concern is for the safety of our Operators and customers. Therefore, the Authority
adopts a, “Zero Tolerance” policy on cellular telephones and personal electronic devices including, but not limited to (I-phones, I-pods, bluetooth type devices, MP3/music players, smart phones, PDA’s (personal digital assistants ear devices and/or texting devices). The use of any personal electronic devices by Operators while operating any of LYNX’ vehicles are prohibited and will be considered a Class “C” Violation which will result in termination. All personal electronic devices must be turned off and not openly displayed when operating any of LYNX’ vehicles.

Class (C) Violation

6.17 Shutting down & leaving the bus

a) Apply the parking brake
b) Shift the transmission into neutral
   • Kneel the bus
c) Using the door control handle, open the entrance (front) door (do not open the rear door for the purpose of exiting the bus)
d) Move the door air lever (dump valve) to the “RELEASE” position

Note: Do not reach thru the driver’s window to close the doors with the door handle
e) Leave the bus through the front door
f) Manually, with your hands close the entrance doors after you leave the bus.

If you are at a layover, relief, or recovery point for five (5) minutes or more and there is no one onboard the bus, shut the bus down using the following procedure:

Note: Prior to shutting down your bus notify Dispatch that you are shutting down the bus.

a) Apply the parking brake
b) Shift the transmission into neutral
   • Kneel the bus
c) Turn off all electrical accessories
d) Allow the engine to idle for a few minutes
e) Using the door control handle, open the entrance (front) door (do not open the rear door for the purpose of exiting the bus)
f) Move the door air lever (dump valve) to the “RELEASE” position

Note: Do not reach thru the driver’s window to close the doors with the door handle
g) Using the ignition select switch, select “OFF” and verify that the engine is turned off
h) Leave the bus through the entrance (front) door
i) Manually, with your hands close the entrance doors after you leave the bus.

Note: Upon returning to your bus notify Dispatch.

SECTION 7 – SAFE OPERATION, DEFENSIVE DRIVING

7.1 Consumption of food
Drivers are not allowed to consume food in the driver’s area (seat) while the bus is in revenue service.

7.2 Consumption of beverages
Drivers are not allowed to consume (drink) beverages when the bus is in motion.

Note: Drivers may eat and/or drink while in the
driver's seat at recovery points. However, each driver is responsible for cleaning up after themselves.

7.3 Entering highway
Come to a complete stop using the two (2) second rule before entering from a street, LYNX property, terminals, private road or driveway, at the sidewalk line of an intersecting high-way and thereafter proceed with caution when safe to do so.

7.4 Bus brake test
Foot Brake Test: Pull-out Operators should move the bus forward at 5 M.P.H. and firmly apply the brakes. No significant pull of the steering wheel should be noted. The test is required before leaving the bus parking area. Under no circumstances should a bus be placed in service or continue in service if the brakes are not in good operating condition. Parking brake test: with no buses or other objects in front, apply the parking brake. Gently press on the accelerator with the bus in gear. The parking brake should hold the bus. DO NOT PRESS HARD ON THE ACCELERATOR. IT WILL DAMAGE THE PARKING BRAKE.

7.5 Safe operation on LYNX property
Come to a complete stop at all stop signs and at marked locations at LYNX facilities and the downtown terminal. Then proceed cautiously after checking for pedestrians in all directions.

7.6 Maintaining safe following distance
1) Maintain a safe following distance which allows room to stop safely and smoothly without striking the vehicle ahead or throwing customers off balance.

2) It is recommended that the 4-second rule be utilized to set the proper following distance from the vehicle ahead. Watch for the vehicle ahead to pass a fixed object such as a signpost, billboard or underpass. As the vehicle’s rear bumper passes the object, start counting: “one thousand and one, one thousand and two, one thousand and three, one thousand and four.” Your vehicle should not pass the fixed object until after you have finished counting. If it does, you are following too closely. For each adverse driving condition (rain, fog, hill, etc.) add an additional second to the 4 second rule.

3) “Use the 2-second rule when stopped at a traffic light before starting up when the light turns green. When the vehicle in front of you starts up after the green light, start counting: “one thousand and one, one thousand and two” and then start up. If you happen to be the first vehicle waiting for the traffic light, when the light turns green, count: “one thousand and one, one thousand two” before starting up.

4) During adverse driving conditions, more distance must be maintained.

7.7 Speed limit compliance
Comply with posted speed limits while driving the Authority’s vehicles.
7.8 Obstructing traffic at intersections
1) Do not enter an intersection (except when making a turn) unless there is adequate space on the opposite side of the intersection to accommodate the vehicle, so that crossing traffic will not be blocked. B

2) When making a left turn, come to a complete stop behind the stop line and the pedestrian crosswalk or stop sign until on-coming traffic clears in order to make the turn safely. B

7.9 Highway markings
Keep to the right of the highway and be thoroughly familiar with highway markings. B

7.10 Operating through intersections controlled by traffic signals
1) When approaching an intersection controlled by a traffic signal (stop sign), approach the device prepared to make a safe, smooth stop. DO NOT RUN A RED LIGHT. COME TO A COMPLETE STOP AT ALL STOP SIGNS. Class (C) Violation

NOTE: Many municipalities have instituted code violations for disobeying a traffic signal (photo red light). Any and all fines assessed the Authority will be passed on to the driver of the vehicle.

2) Do not enter the intersection when a traffic signal has changed to amber. A

7.11 Starting in motion after signal change at intersections
Remain standing at intersections when a red signal is displayed except when making a right or left turn when allowed. Before entering the intersection, the bus must not be in motion until the green signal is displayed and you have observed for pedestrian and vehicular movement in the intersection. Operators must yield the right-of-way under all circumstances to avoid an accident. B

7.12 Operation of buses over railroad tracks
The Operator of a commercial motor vehicle shall not cross a railroad track or tracks at a grade unless he/she first: Stops the vehicle within 50 feet of, and not closer than 15 feet to the tracks; second: listens and looks in each direction along the tracks for an approaching train; third: ascertains that no train is approaching. When it is safe to do so, the Operator may drive the vehicle across the tracks in a gear that permits the vehicle to complete the crossing without a change of gears. Use your four-way flashers when stopping. (Federal Motor Carrier Safety Administration Regulations 392.10). Class (C) Violation

7.13 Vehicles at intersections
Do not read newspapers or magazines while at traffic signals. Avoid lounging, looking backward, adjusting equipment while the vehicle is in motion. Concentrate on defensive driving one hundred percent (100%) of the time. A
7.14 Conversing with customers
Operators may converse with customers when the bus is in motion as long as it does not distract them from practicing safe driving skills. If the passenger/s need/s detailed instructions that require the Operator to divert their attention from the roadway, explain that you will help them out when the bus is not in motion. Extended conversations with customers or employees onboard the bus are not allowed. B

7.15 Safety precaution when pavement is wet and/or vision is obscured
The Operator should exercise increased caution when streets are wet and/or slippery; or vision is impaired by fog, smoke, or heavy rain or when other conditions exist. Increased caution may be exercised by lowering the speed of the bus in traffic and turns and by exercising defensive driving skills. Safety of operation is more important than maintaining schedules. B

7.16 Traffic at school crossings and hospitals
Use caution in the vicinity of schools and hospitals. Heed the signals of crossing guard assigned to traffic duty at school crossings. Always observe the posted school zone speed limit. B

7.17 Preventing seniors and customers with special needs from falling in moving buses
Be especially cautious when seniors and customers with special needs are on board. Ensure that such customers are safely seated, or are in position to hold on to the stanchions, before the bus is put into motion. B

7.18 Safe operation of doors
1) Engage the front and/or rear doors only when the bus is stopped. The bus should remain stopped while passengers are boarding and alighting with the Operator applying the brake pedal. Before closing the doors the Operator should observe their mirrors and take reasonable precautions to assure that passengers are clear of the doors. A

2) “Passengers shall not be permitted in the step well of any bus while in motion or occupy an area forward of the standee line.” Rule Chapter 14-90.006 (10) Florida Administrative Code. B

7.19 Passing your leader
The Dispatcher is the only one who may give an Operator permission to pass another bus. Pass only when it may be done safely without obstructing traffic. B

7.20 School buses
The driver of any vehicle, upon meeting or overtaking from either direction any school bus which has stopped on the highway (except divided highway), for the purpose of receiving or discharging school children, shall stop the vehicle before reaching the school bus, when the school bus is in operation and the school bus has a red visual signal.
An Operator shall not proceed until the school bus resumes motion or as directed by a police officer to proceed. **Class (C) Violation**

7.21 Stopping at designated points to pick up and discharge customers
Customers may not board or alight the bus on any Interstate Highway or Expressway or entrance or exit ramps of same. B

7.22 Stopping at non-designated points to pick up and discharge customers
There may be occasions when an Operator will offer “Value Added Service” by making a courtesy stop to allow a customer to board or alight the bus at a “Non-designated” bus stop. Make sure that the courtesy stop is made at a location where the ground is level and there are no apparent safety issues when the customer boards or alights the bus. Follow standard operating procedures for courtesy stops.

There are times when bus stop signs will be removed due to road construction projects. These areas will be considered as a “Flag Stop” area. Customers are permitted to wave (flag) to indicate they need to board the bus. Customers are permitted to alight the bus in a “Flag Stop” area. Make sure there are no apparent safety issues when the customer boards or alights the bus. Follow standard operating procedures for flag stops. B

7.23 Pulling off highway for service stops
1) When making service stops on higher speed highways, Operators will, after giving the proper signals, stop the bus as far to the right of the traveled portion of the highway as conditions permit to allow safe boarding and alighting for customers and adequate left side passing clearance for general traffic. When re-entering the traffic lane, exercise due caution regarding other traffic, and signal your intentions by using the turn signals. B
2) If the bus stop has a pull-in lane, use the pull-in lane. A

7.24 Safety precaution concerning bicycles
Remain constantly alert at all hours of the day and night for bike riders. Use caution when bicyclists are nearby. Provide plenty of space between the bus and the bicyclist when passing. A minimum of three (3) feet (36 inches) is required by law. B

7.25 Pulling to the curb at bus stops
Stop the bus as near to the curb as possible when boarding or alighting customers. A space of six (6) inches should remain between the front tire, the rear duals and the curb. If there is no curb, pull within six (6) inches to the shoulder of the road. Do not curb the tire (rub the tire against the curb). A

7.26 Yielding right-of-way to emergency vehicles
Ambulances, police and fire rescue equipment, when
sounding a warning signal such as a whistle or siren, or displaying warning signals such as flashing lights, should be given the right-of-way at all times. Pull the bus to the side as close to the curb as possible and remain there until the emergency vehicle has passed. If at a bus stop, remain there and keep the entrance and exit doors closed until the emergency vehicle has passed. A

7.27 Pre-trip safety inspection
1) Buses are to be pre-tripped before pulling out from the Division. Make certain the following items are in working order:
Outside:
- Route Destination Sign is operational
- Body damage, broken windows, or broken lights are noted
- Clearance lights, marker lights, and tail lights are operational
- All reflectors are present
- Wheels, rims, & tire condition and inflated
- Lugs and studs are present & secure
- Brake lights, flashers, and signal lights are operational
- No oil or other fluid leaks/exhaust
- Bicycle rack is operational
- Outside & inside mirrors are in tack

Inside:
- Fire extinguisher is fully charged
- Emergency/safety equipment is complete
- Standee line is clearly visible
- Interior stanchions & seats are secure
- Safety belts (wheelchair straps/seat belts) are operational
- Passenger doors are operational
- Warning lights working
- Windshield wipers operational
- Inside lights functioning
- Instruments & gauges working
- Radio/PA operational
- Driver’s seat, seat belt, accessories/proper adjustment
- Steering system minimum play
- Heater, defroster, & air conditioner working
- Horn working
- Talking bus turned on (if equipped)
- Wheelchair lift/ramp operational
- Parking brake working
- Foot brake functional. B

2) Pre-trip Condition Reports are issued by the Dispatcher for each bus at the time the work is given out. Leaving the Operating Division without a pre-trip condition report is against policy. A

3) Each Operator who operates the bus must perform and complete a pre-trip before pulling out. The last Operator on the bus must turn the pre-trip condition report in. A

4) Do not take a bus that is not assigned to you by a Dispatcher or Supervisor. A
SECTION 8 – COLLISIONS AND INCIDENTS

8.1 Collision and incident reporting
1) At the direction of the Supervisor, fill out a collision/incident report upon completion of the day’s work for any occurrence in which the Authority might be involved. Operators will not be paid for filling out the incident/collision report until it is completely filled out. B

2) Call Dispatch immediately in the event of a collision or incident involving personal injury, property damage or any interruption in service whether or not the Authority is directly involved. **Class (C) Violation**

3) If a collision or incident occurs and it is not reported, it subjects both the Operator and the Authority to criminal and civil action. Therefore, failure to report a collision or any attempt to conceal or misrepresent the facts of a collision may be sufficient cause for termination. **Class (C) Violation**

8.2 Basic Collision procedures
1) To comply with the Florida Vehicle and Traffic Law, Operators must observe the following procedures in all cases involving personal or property damage:
   - Stop in all cases,
   - Secure help for injured,
   - Contact Dispatch.

Every stop must be made without obstructing traffic more than is necessary, and if a damaged vehicle is obstructing traffic, the operator of such vehicle must make every reasonable effort to move the vehicle or have it moved so as not to block the regular flow of traffic. Any person failing to comply with this subsection shall be cited for a non-moving violation, punishable as provided in chapter 318. Florida Statute 316.061 (2):
   - Follow the instruction of emergency personnel on the scene and/or Supervision.
   - Secure names and addresses of customers on board the bus. **Class (C) Violation**

2) All incident and collision (accident) written reports with the time card attached, are to be turned at the end of the day. B

SECTION 9 – PUBLIC RELATIONS

9.1 Conduct of Operators
An Operator’s conduct establishes the image of the Authority in the eyes of the public. Operators must be courteous, helpful, patient, and considerate under all circumstances. B

9.2 Waiting for customers
Our goal is to accommodate customers. Therefore, wait for customers and be sure there are no customers attempting to reach the bus before proceeding. Operators are allowed to wait three (3) minutes passed your departure time in order
to accommodate connecting passengers. If it is requested to hold at any location for customers and it can be done without causing the Operator to run late, please advice Dispatch.

**9.3 Passing prospective customers**

Stop at every bus stop where prospective customers are waiting to board. Visually inspect bus stop areas to make sure prospective customers are not approaching. Customers may not be passed up unless instructed to do so by a Supervisor or Dispatch.

**9.4 Courtesy seats for seniors and customers with special needs**

To assist seniors and customers with special needs, signs have been placed over designated seats, requesting customers to give those seats to seniors and customers with special needs when requested. If needed, please ask customers to vacate seats for seniors and customers with special needs. In the event seats are not offered, contact Dispatch before moving the bus.

**9.5 ADA required announcements**

ADA requires electronic or verbal announcements. Announcements of bus stops on fixed route system (all local and express routes), must be made as follows:

You must announce all transfer points with other fixed routes, other major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location.

The announcements can be made via, the Talking Bus System or by verbal announcements.

You are to announce all bus stops at major intersections, transfer points, and stops requested by customers. Announcement should be made where fixed routes intersect.

In the event the automated announcement system is inoperable the Operator is required by law to make the announcements.

**9.6 Requesting standing customers move to rear of bus**

As a full-seated load is obtained ask the oncoming passengers to move to the rear of the bus and to hold onto the stanchions.

**9.7 Shutting off next stop requested signal**

Do not turn off the "Stop Requested" chime. It has to be on at all times.

**9.8 Lost and found items**

All LYNX employees are agents of LYNX and required by law to turn in any lost or abandoned property found on LYNX property at the end of their shift or sooner.
Emergency property is defined as any property that a customer may need immediately such as purses, wallets, prescriptions, keys or bicycles.

Notify the Radio Supervisor immediately upon discovery or notification of any lost and found item on LYNX property (bus). Follow the Radio Supervisor’s instructions on how to handle the lost and found item.

Note: If the Radio Supervisor does not give you special instructions, you are required to tag the item and place it in the lost and found box at your Division at the end of your shift. B

SECTION 10 – TWO-WAY RADIO OPERATIONS

10.1 General
This section contains specific guidelines for the proper use of the two-way radio system. Every vehicle in the fleet is equipped with a two-way radio, providing direct communication with Dispatch.

The radio is there to help Operators cope with any emergency that may come up. Prior to pulling-out contact Dispatch to verify the radio is on the correct channel and is operational. B

10.2 Calling Dispatch
1) When an Operator observes or is informed of an assault, theft, or vandalism, or if customers continue to ignore LYNX procedures after being courteously requested to stop, the Operator needs to request assistance and follow instructions from Dispatch. B

2) Any delays, for any reason, of fifteen (15) or more minutes MUST be reported to Dispatch, from a scheduled time point. B

3) When attempting to call Dispatch, depress the appropriate DEK Box key, (i.e., Sts 8) if no page back is received from the dispatcher after approximately three (3) minutes, pick up the handset, “LISTEN” to ensure that no transmission is in progress. Depress the transmit button, wait two (2) seconds and then speak into the microphone. State your block number, location and direction of travel, inbound or outbound. Then state the request. Remember to say “clear” when the call is completed. Always keep the message brief and to the point. A

Example, “Dispatch, this is Link 17, block 1704, at Colonial Drive and Westmoreland Drive, outbound, requesting to talk to base (Unit three (3) if requesting to talk to someone at LCS). At the end of the sentence states, “clear”. Again, remember to always state “clear” when the call is completed. On interlined Links, the Link number may be different than the block number such as “This is Link 36, block 2001.”

10.3 Use of Communication radios
1) All radio communications are under the jurisdiction
of and regulated by the Federal Communications
Commission. Employees of LYNX using this
system are governed by the following FCC
operating rules:
Language – The use of obscene, indecent or
profane language is prohibited. B
2) Improper Use – Employees shall not transmit any
unnecessary, irrelevant or unidentified personal
communications. B
3) Tampering – All employees, except those
specifically licensed by the FCC to do so, are
prohibited from making any alteration to any
LYNX radio equipment. Class (C) Violation

10.4 Contacting Dispatch to report a collision
or incident
When the radio on a bus is not working, contact
the Dispatcher immediately after completing the
pre-trip inspection, using the radio on another bus.
Operators can use the radio on another bus to
report a collision or incident in or near your bus. A

10.5 Unauthorized use of Communication radios
Do Not allow customers or members of outside
agencies, other than Law Enforcement, to converse
with the Dispatcher via the radio on the bus. Radio
use is restricted to LYNX employees and for LYNX
related business. B

10.6 Mobil Data Terminals (MDT’s)
Your primary responsibility is the safe operation of
your vehicle at all times. Use the MDT only when
it is safe to do so. If your MDT is equipped with a
mapping system, remember it is not always perfect.
There are street changes and construction all the
time. So, if the mapping system says it is alright
to turn down a one-way street and it is the wrong
direction, do not follow the mapping system.

Read the MDT only when it is safe to do so. Send
a message on the MDT only when it is safe to do
so. The MDT stand is adjustable. Adjust it so that it
does not block your vision or obstruct the operation
of the vehicle.

SECTION 11 – SPECIAL PROCEDURES
11.1 Procedures to be followed when fires
occur on buses
When an Operator observes or is informed of a
fire on the bus, the following steps are to be taken
immediately:
• Pull bus to shoulder or curb of the highway
• Open doors and request customers to alight,
directing them to a safe area
• Use the radio, if possible, to notify Dispatch of
the fire and exact bus location
• Shut off the bus engine if possible.
• If the battery switches can be turned off, do so
• Attempt to extinguish the fire with the
fire extinguisher (Do not open the engine
compartment)
• File a written report upon completion of the
day’s work. A
11.2 Use of emergency triangle reflectors for disabled buses
Whenever a commercial motor vehicle is stopped upon the traveled portion or the shoulder of a highway for any cause other than necessary traffic stops, the Operator should as soon as possible, but in any event within ten (10) minutes, place the warning devices as required in the following manner:

- One (1) on the traffic side of and four (4) paces (approximately ten (10') feet from the stopped vehicle in the direction of approaching traffic.
- One (1) at forty (40) paces (approximately one hundred (100') feet from the stopped vehicle in the center of the traffic lane or shoulder occupied by the vehicle and in the direction of approaching traffic.
- One (1) at forty (40) paces (approximately one hundred (100') feet from the stopped vehicle in the center of the traffic lane or shoulder occupied by the vehicle in the direction away from approaching traffic.

Divided or one-way roads:
If a commercial motor vehicle is stopped upon the traveled portion or the shoulder of a divided or one-way highway, the driver shall place the warning devices as follows:

- One (1) warning device at a distance of two hundred (200') feet and one (1) warning device at a distance of one hundred (100') feet in a direction toward approaching traffic in the center of the lane or shoulder occupied by the vehicle.
- One (1) warning device at the traffic side of the vehicle within ten (10') feet of the rear of the vehicle.

SECTION 12 – PROCEDURES REQUIRED BY THE AMERICANS WITH DISABILITIES ACT OF 1990

12.1 General
Congress passed the Americans with Disabilities Act in 1990, which is a civil rights legislation covering individuals with disabilities. The act promotes “accessible” fixed route transit. However, the definition of “accessible” has been expanded to include accessible features (wheelchair lifts, tie-downs, kneeling features, etc.) as well as Operator duties. Below is a summary of Operator duties as outlined in the Federal Department of Transportation’s Implementing Regulations.

In addition, Federal regulations impose requirements on LYNX to ensure that accessibility features are maintained in good repair. These requirements are summarized below.

12.2 Lift and securement devices
1) Operators are to use the securement system on board the bus to secure wheel-chairs to a point that they will not shift or move more than two (2") inches. Operators may require that an individual permit his or her wheelchair to be secured. You MAY NOT deny transportation to a wheelchair.
user on the grounds that the device cannot be secured or restrained satisfactorily. Operators may RECOMMEND to a wheelchair user that the individual transfer to a seat. However, the Operator CANNOT REQUIRE the individual to do so. When necessary or upon request or when the disability is not visible, Operators must assist individuals with disabilities in boarding and with the use of securement devices. If it is necessary for the Operator to leave their seat to provide this assistance, please do so.

In the event an Operator is unable to secure the customer’s mobility device, contact Dispatch immediately for instructions. B

2) In the event of a wheelchair lift or ramp failure contact Dispatch immediately. Do not leave the location until Dispatch has responded to your call. You will need to notify the customer when the next bus will be available to transport them. A

12.3 Securement of customers with special needs in a wheelchair
Verify that the wheelchair customer has applied the wheelchair brakes, and that the restraint belt has been properly secured. B

12.4 Accommodating customers with special needs in a wheelchair
A person in a wheelchair desiring to board a bus must be given access to the wheelchair seat. If another customer is unwilling to relinquish the wheelchair seat, ask the customer to yield the seat. “LYNX Operators have an obligation to ensure that a passenger with a disability is able to take advantage of the accessibility and safety features on vehicles. Consequently, the Operator or other personnel must provide assistance with the use of lifts, ramps and securement devices. For example, the Operator must deploy the lift properly and safely. If the passenger cannot do so independently, the Operator must assist the passenger with using the securement device. A four (4) point tie-down is mandatory. (If a customer refuses to allow their mobility device to be tied down, contact Dispatch and follow their instructions). On a vehicle which uses a ramp for entry, the Operator may have to assist in pushing a manual wheelchair up the ramp (particularly) where the ramp slope is relatively steep. All these actions may involve an Operator to leave their seat. Even in entities whose Operators traditionally do not leave their seats (e.g., because of labor-management agreements or company rules) this assistance must be provided. This rule overrides any requirements to the contrary.” 49 CFR PART 37 Appendix D Section 37.165 Lift and Securement Use. Follow procedures when bus is full. Please see Section 9.6. B

12.5 Reporting a non-functional wheelchair lift when in revenue service
If an Operator is unable to load a wheel chair customer due to a non-functional wheelchair lift,
call Dispatch. Give the exact location to the Dispatcher, the customer’s name (if they are willing and/or able to give their name), and the customer’s final destination. Tell the customer approximately how long they will have to wait to be picked up. Do not leave the location until instructed to do so by the Radio Dispatcher. The Radio Dispatcher will contact the next scheduled bus to verify that it has a working wheelchair lift or ramp. Wait to ensure that the next bus is capable of accommodating the customer and then advise the customer when they will be picked up. Then, follow the Dispatcher’s instructions.

12.6 Accommodating customers with special needs using powered wheelchairs or three-wheeled carts
1) Operators CANNOT REFUSE to permit a customer who uses a lift to alight from a vehicle at any designated stop, unless the lift cannot be deployed, the lift will be damaged if it is deployed, or if temporary conditions at the stop not under control of LYNX, preclude the safe use of the stop by all customers. **Class (C) Violation**
2) Operators CANNOT PROHIBIT an individual with a disability from traveling with a respirator or portable oxygen supply. **Class (C) Violation**
3) Wheelchair equipment that will not lock in the restraint mechanism due to configuration or wheel size will be allowed if the following conditions are met:
   - The customer states he or she can and will apply the brakes, and the brakes will hold the equipment while the bus is in motion.
   - The customer uses the restraint belt provided.
   - Notify Dispatch any time you are unable to properly secure a mobility device using a four (4) point tie down.

12.7 Other service requirements
1) Announcements of Bus Stops on the fixed route systems (all local and express routes) must be announced via the Talking Bus System, or by making verbal announcements. **B**
2) Announcements must be made at transfer points with other fixed routes, major intersection, destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location. **B**
3) Operators may use the inside and outside public address system if, one exists, to announce stops. Announcements should be made at any bus stop along a route that is requested by a customer and at bus stops where more than one route serves the stop, such as malls and transit centers. **Class (C) Violation**
4) If a customer’s disability is not recognizable, DO NOT ask the customer what their disability is. **A**

12.8 Transportation of service or companion animals
1) Not all service or companion animals are dogs.
and not all service or companion animals assist only the blind. A service or companion animal assists individuals in their day-to-day activities. Service or companion animals assist individuals by performing many tasks. Service or companion animals do not have to wear an identifying harness or tag. B

2) An individual with a service or companion animal may or may not have a license, certification, or identification paper for the animal. If an Operator is not certain that the animal is a service or companion animal, ask the individual who has the animal if it is a required service or companion animal. They may have multiple animals if they have multiple disabilities. Do not ask the individual if they are disabled. It is possible for an individual to be covered under ADA even though there are no visible signs of a disability. They may do one (1) of the following:
   • Individually trained to perform tasks for people with disabilities
   • Alerting individuals with hearing impairments to sounds
   • Pulling wheelchairs or carrying and picking up things for individuals with mobility impairments
   • Assisting individuals with mobility impairments with balance
   • Service or companion animals are working animals, not pets
   • A person with a disability cannot be asked to remove his service or companion animal from the premises unless:

   a. The animal is out of control and the animal’s owner does not take effective action to control it
   b. The animal poses a direct threat to the health or safety of others. A

12.9 Kneeling the bus
Upon request of the customer, kneel the bus. B

SECTION 13 – UNIFORMS

13.1 Uniform dress code
1) All Operators are required to present a well-groomed appearance. LYNX will prescribe the color, material and composition of the uniform. When reporting to work, Operators must wear the prescribed uniform in a neat, clean, and quality condition. When the uniform is worn, it must be complete whether you are on duty or off duty. A

2) LYNX promotional lapel pins, a union lapel pin or other approved lapel pins may be worn on shirt lapels or hats. No more than two (2) per uniform is allowed. Political affiliation pins are not to be worn on the uniform while on duty. A

3) Articles of jewelry must not distract in the performance of an Operator’s duties. Necklaces must be worn under the shirt and visible body piercing is not allowed except in the ears and must not be excessive. A
4) Good personal hygiene is expected at all times. Hair, sideburns, mustaches, and beards must be neat, clean, trimmed, and present a well-groomed appearance. The length and/or bulk shall not be excessive or present an unkempt appearance. As a professional, you are required to present a well-groomed appearance. A

Transportation Supervisors will check to ensure that Operators meet the Uniform Dress Code. If an Operator does not meet the Operator Uniform Dress Code, the Operator may be sent home with loss of pay for the time they were out.

5) LYNX Operators, while in uniform, will not participate in demonstrations, parades (unless as a designated LYNX participant), political gatherings, or consume intoxicating beverages or use drugs. B

OPERATOR’S STANDARD UNIFORM:
Slacks must be solid black or solid tan. Slacks, loose fitting must be neatly pressed wrinkle free, worn at waist level.

Shirt, polo style:
- Polo style shirts must be tucked in at all times and neatly pressed.
- Lapel pins, no more than two (2) per uniform, must be pre-approved.
- Pregnant women may wear Polo style shirt outside of slacks.
- All shirts must have a LYNX logo on it.

Belt, solid black:
- Solid black belt only, belt buckle should be no larger than 1 ½ x 3 inches.
- Belts must be worn with all slacks.

Socks, solid black:
- Solid black dress/crew socks, no mini-crew socks.

Shoes, solid black:
- Shoes must be appropriate for driving.
- Polished with no scuffmarks, should be flat or low heel shoes.
- No engineer boots, no hiking boots/shoes.
- Solid black cowboy boots may be worn, if they are plain or solid black.
- No straps, no open toes, no open backs, no sandal-like shoes.
- Shoes must enclose the foot.

OPERATOR’S OPTIONAL UNIFORM:
- Shorts must be solid black.
- Shorts should not be any shorter than knee-length.
- Solid black socks, purchased from uniform company are mandatory with shorts.
- Shorts must be properly fitted.
- Solid black tennis shoes may be worn with shorts only. Solid black belt only, belt buckle should be no larger than 1 ½ x 3 inches.
**Skirt, solid black:**
- Skirt should not be any shorter than knee-length.
- Pantyhose (no fishnets pantyhose/stockings) with skirt or the same black socks purchased from the uniform company that is mandatory with shorts.

*Note: When wearing a skirt with socks and no pantyhose, the socks must be solid black.*
- Solid black socks, purchased from uniform company that are mandatory with shorts.
- Jacket, black, heavy weight, fleeced lined:
  - The jacket must have the LYNX logo embroidered on it.
- Jacket black w/tan trim, lightweight:
  - The jacket must have the LYNX logo embroidered on it.
- Hood can only be used off the bus.

**Sweater, solid black, five (5) button cardigans:**
- The sweater must have the LYNX logo embroidered on it.

**Socks, solid black:**
- Black dress crew sock. (See above under black socks.)

**Baseball cap, black & tan w/LYNX logo:**
Hat must be worn properly with the brim facing front.

**Bus window sun visor shades:**
- Sun visor shades may be used on the Operator’s side window and must be black in color.
- It must not contain any writing or artwork printed on the screen shade.

**Latex or driving gloves:**
- Latex gloves may be used for picking up items on the bus or regular driving glove.
- Reimbursement will be handled the same way as receipts submitted for shoe allowance. No more than ten dollars ($10) per year per uniform allowance for one (1) or both items.

**SECTION 14 – FARE COLLECTION**

**14.1 General**
Proper fare collection is a very important part of your duty as a LYNX Operator.

Customer fares provide a necessary contribution towards the cost of operating the LYNX system. Operators must observe the payment of fares. The electronic fare boxes are equipped with a digital Operator Control Unit (OCU) that displays the amount of fare paid by the customer. The OCU is cleared once the proper fare has been deposited into the farebox.

The current fare structure and fares to be collected have been published under separate cover.
Operators are responsible for knowing each fare and all restrictions on its use as well as transfer rules and procedures. If an Operator encounters any problems with the collection of fares and they have made a reasonable effort to collect the fare, they should contact the Dispatcher via two-way radio. Failure to make a “reasonable effort” is a serious matter.

1) A “Reasonable effort” would encompass the following:
   - Strict attention to the fares deposited into the farebox when boarding customers making a thorough observation of fares as they appear in the OCU. You should carefully check all passes and ID cards to verify their validity.
   - When an improper fare is detected, politely ask the customer to observe the fare displayed and inform the customer of the proper fare to be paid.
   - If an Operator has made a “reasonable effort” to collect the fare and they are unable to collect it, do not get into an argument or use physical force. Do not jeopardize anyone’s safety in attempting to collect the proper fare.
   - If the customer has no money and there is a history with the customer of a similar problem allow the customer to ride. In the event there is a continuing problem with this individual, please contact the Dispatcher, explain the situation and request assistance.

It is the Operator’s responsibility:
   - To insert the proper GFI code when crossing county lines
   - To advise customers to insert the fare into the auxiliary fare box after advising radio communications that the fare box is not accepting cash fares.

2) Customers must deposit their fares into the farebox. If a customer has difficulty inserting the fare into the farebox, assistance may be provided inserting the fare into the farebox.

3) If the fare box fails to accept the fare, the customer must deposit the fare in the auxiliary fare box. Operators are not allowed to collect cash fares. Class (C) Violation

14.2 Farebox operation
Operators must use the assigned farebox keys to register the proper fares.

1) Farebox equipment must not be tampered with or abused in any way. Nothing shall be fastened to the farebox unless authorized. If an Operator experience passes that are jammed, push and hold the green key and the C key simultaneously.

2) Do not put the farebox in bypass unless instructed to do so by Supervision.

3) Farebox Features
   - Always log off at the end of your run. This is
done by going to the Login Screen, Highlight
driver number, push the green "Dump Key".
This is the required way to log-off.

• Temporary log-off: All Operators will be
required to log-off when they leave the
bus unattended. Log-off will be required
when leaving the bus for a personal, at LCS,
Superstops, etc. For temporary log-off, insert
"\)" for the route number. When returning to
the bus, insert the correct route number again.

SECTION 15 – MISS-OUT POLICY

15.1 Definition of report time and miss-out
Operators are required to report no later than their
exact report time (59 seconds passed your check
in time) in proper uniform. Failure to report at the
scheduled report time is considered a miss-out.

An Operator is required to contact the Dispatcher
on the day of the miss-out. In the event there is
open work, they may be assigned to an open piece
of work. The Dispatcher may assign them to either a
run or a report. Refusal to work the assignment can
result in discipline up to and including termination.

A.M. Operators – If an Operator does not call
dispatch by 2:00 p.m. on the day of a miss-out, they
will not only be issued a miss-out, but their work
will be covered on their next scheduled workday,
and their work will continue to be covered until they
call dispatch. If they call after 2:00 p.m. and before
9:00 p.m., their run will be covered on their next
scheduled workday, but they may work their next
scheduled work if there is extra work available.

P.M. Operators – If they do not call dispatch by 9:00
p.m. on the day of the miss-out, they will not only
be issued a miss-out, but their work will be covered
on their next scheduled workday, and their work will
continue to be covered until they call dispatch. If
they call after 4:00 p.m. and before 9:00 p.m., their
run will be covered on their next scheduled workday,
but they may work their next scheduled work if there
is extra work available.

15.2 Discipline for miss-outs
Progressive discipline for miss-outs will be applied in
the following manner:

TRAINING PERIOD

• First miss-out and/or unsatisfactory grade/
  written warning,
• Second miss-out and/or unsatisfactory grade/
  written warning before termination.
• Third miss-out and/or an unsatisfactory grade/
  termination.

Post training, introductory period (120 days after
completion of training)

• Any miss-outs received during the introductory
  period will carry over after the introductory
  period has ended. Miss-outs are valid for one
  (1) year from the date of issue.
AFTER INTRODUCTORY PERIOD

Step I
1st Miss-out------1st written warning before suspension
2nd Miss-out------2nd written warning before suspension

Step II
3rd Miss-out------3rd written warning before suspension
4th Miss-out------4th written warning with one (1) day suspension

Step III
5th Miss-out------5th written warning/Recommend EAP counseling
6th Miss-out------6th Final written warning before suspension

Step IV
7th Miss-out------Final written warning with three (3) days suspension
8th Miss-out------Subject to Termination

15.3 Discipline for three (3) miss-outs
Three (3) miss-outs in a thirty (30) day period will result in a hearing with a recommendation to visit an EAP (Employee Assistance Program) counselor along with two (2) days suspension, advancing to Step III, (excluding miss-outs with permission to work).

An Operator must contact the Dispatcher by 2:00 p.m. the day of the miss-out otherwise the next scheduled work day will be counted as a miss-out. If the Operator calls after 2:00 p.m. on the day of the miss-out the Operator will receive an unexcused absence for the next day. If the Operator fails to contact the Dispatcher by the third (3rd) day discipline will be issued up to and including termination. Before disciplinary action is finalized all extenuating circumstances and all past performances will be reviewed and taken into consideration.

An Operator may receive a miss-out with permission to work (MPW). The missed with permission to work is entirely based on operational needs and the work load for that day. If an Operator has a miss-out with permission to work the missed with permission to work will remain on the Operator’s record for up to one hundred-twenty (120) days.

Note: MWP is good for less than 15 minutes

Once an Operator enters into progressive discipline they will remain there for one (1) year or until one (1) or more of the miss-outs drop off. The removal of the one hundred-twenty (120) day miss-out with permission to work will not remove the Operator from a deficient performance step.

Before disciplinary action is finalized all extenuating circumstances and all past performances for Steps III and IV will be reviewed and considered. Disciplinary entries are valid up to one (1) year from the date of issue except for the miss-out with permission to work which remains for a period or one hundred (120) days.
### Class "V" Verbal Written Warning

<table>
<thead>
<tr>
<th>Violation No.</th>
<th>Violation Description</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Any Violation</td>
<td>First Verbal Written Re-Instruction</td>
</tr>
<tr>
<td>2</td>
<td>Any Violation</td>
<td>Second Verbal Written Re-Instruction</td>
</tr>
<tr>
<td>3</td>
<td>Any Violation</td>
<td>Third Verbal Written Re-Instruction</td>
</tr>
<tr>
<td>4</td>
<td>Any Violation</td>
<td>Fourth Verbal Written Re-Instruction</td>
</tr>
<tr>
<td>5</td>
<td>Any Violation</td>
<td>Fifth Verbal Written Re-Instruction</td>
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### Class B Violations

<table>
<thead>
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<th>Violation No.</th>
<th>Violation Description</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Any B Violation</td>
<td>Written Warning Before Suspension</td>
</tr>
<tr>
<td>2</td>
<td>Any B Violation</td>
<td>Suspension Final Written Warning Before Termination</td>
</tr>
<tr>
<td>3</td>
<td>Any B Violation</td>
<td>Subject to Termination</td>
</tr>
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</table>

### Class C Violations

<table>
<thead>
<tr>
<th>Violation No.</th>
<th>Violation Description</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Any C Violation</td>
<td>Subject to Termination</td>
</tr>
</tbody>
</table>

### Section 17 - A & B Violations

#### 17.1 A & B Violations

### Section 1 - General Rules

1.1 General
1.2 Knowledge of Rules
1.3 Maintenance of Guide Book
1.4 Additional Orders and Instructions
1.5 Clarification of Procedures
1.6 Responsibility-Class (C) Violation
1.7 Situations Not Covered
1.8 Police Intervention-Class (B) Violation
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2.1.1 Reporting to Dispatcher-Miss-out
2.1.2 Class (A) Violation
2.1.3 Class (A) Violation
2.1.4 Class (C) Violation
2.2 Reporting Sick
2.2.1 Fraudulent use of FMLA-Class (C) Violation
2.2.2 Unauthorized personal day-Class (B) Violation
2.3 No Call/No Show-Class (C) Violation
2.4 Changing Assignments-Class (C) Violation
2.5 Permitting Others to Perform Part of assigned duties-Class (C) Violation
2.6 Equipment to Have w/you while on duty-Class (A) Violation
2.7 Notification of address change & personal information-Class (A) Violation
2.8 Emergency contact, home telephone number or cellular telephone number-Class (A) Violation
2.9 Suspended or revoked CDL license-Class (C) Violation
2.10 Mailboxes
2.10.1 Class (A) Violation
2.10.2 Class (B) Violation

SECTION 3-PERSONAL SAFETY ON LYNX PROPERTY
3.1 Personal Safety on LYNX Property
3.2 Safety and speed restrictions on LYNX property-Class (B) Violation
3.3 Employees riding as passengers-Class (B) Violation
3.4 Siblings riding the bus-Class (A) Violation

SECTION 4 - CONDUCT
4.1 General-Class (C) Violation
4.2 Discipline-Class (C) Violation
4.3 Physical encounters-Class (C) Violation
4.4 Language and conduct-Class (B) Violation
4.5 Smoking, carrying lighted cigars, cigarettes, chewing tobacco, and/or pipes on buses-Class (B) Violation
4.6 Designated smoking areas-Class (A) Violation
4.7 Gambling on duty or on LYNX property-Class (C) Violation
4.8 Weapons on LYNX property-Class (C) Violation
4.9 Destruction of LYNX property-Class (C) Violation
4.10 Personal Breaks-Class (B) Violation
4.11 Violence in the workplace-Class (C) Violation
4.12 Harassment-Class (C) Violation

SECTION 5-LAWS AND ORDINANCES
5.1.1 General-Class (B) Violation
5.1.2 General-Class (B) Violation
5.2 Indecent exposure-Class (C) Violation

SECTION 6-OPERATING PROCEDURES
6.1.1 Observance of schedules
6.1.2 Observance of schedules-Class (A) Violation
6.1.3 Observance of schedules-Class (A) Violation
6.1.4 Observance of schedules-Class (A) violation
6.1.5 Observance of schedules-Class (B) Violation
6.1.6 Observance of schedules-Class B Violation
6.2.1 Recovery time-Class (B) Violation
6.2.2 Recovery time-Class (B) Violation
6.3 Carrying customers on pull-out and pull-in-Class (A) Violation
6.4 Late off the lot-Class (A) Violation
6.5 Intentionally running behind schedule-Class (B) Violation
6.6 Displaying the correct destination signs-Class (A) Violation
6.7 Changing destination signs-Class (A) Violation
6.8.1 Operating off route-Class (B) Violation
6.8.2 Operating off route-Class (B) Violation
6.9 Interior lighting of buses-Class (A) Violation
6.10 Cutting a route short-Class (B) Violation
6.11.1 Relief’s on the street or at the terminal-Class (B) Violation
6.11.2 Relief’s on the street or at the terminal-Class (B) Violation
6.11.3 Relief’s on the street or at the terminal-Class (B) Violation
6.11.4 Relief’s on the street or at the terminal-Class (B) Violation
6.11.5 Relief’s on the street or at the terminal-Class (B) Violation
6.12.1 Relief’s not made at scheduled times-Class (B) Violation
6.12.2 Relief’s not made at scheduled times-Class (B) Violation
6.13 Authorized Operator-Class (C) Violation
6.14 Operator ID number-Class (A) Violation
6.15.1 Appearance of Operator’s area-Class (A) Violation
6.15.2 Appearance of Operator’s Area-Class (B) Violation
6.16 Radios, cell phones, TV’s, recorders, and all other types of electrical sound devices-Class (C) Violation
6.17 Shutting down & leaving the bus-Class (B) Violation

SECTION 7-SAFE OPERATION, DEFENSIVE DRIVING
7.1 Consumption of food-Class (B) Violation
7.2 Consumption of beverage-Class (B) Violation
7.3 Entering a highway-Class (A) Violation
7.4 Bus brake test-Class (B) Violation
7.5 Safe Operation on LYNX property
7.6.1 Maintaining safe following distance
7.6.2 Maintain safe following distance
7.6.3 Maintain safe following distance
7.6.4 Maintain safe following distance
7.7 Speed limit compliance-Class (B) Violation
7.8.1 Obstructing traffic at intersections-Class (B) Violation
7.8.2 Obstructing traffic at intersections-Class (B) Violation
7.9 Highway markings-Class (B) Violation
7.10.1 Operating through intersections controlled by traffic devices-Class (C) Violation
7.10.2 Operating through intersections controlled by traffic devices-Class (A) Violation
7.11 Starting in motion after signal change at intersection-Class (B) Violation
7.12 Operation of buses over railroad tracks-Class (C) Violation
7.13 Vehicles at intersections-Class (A) Violation
7.14 Conversing with customers-Class (B) Violation
7.15 Safety precaution when pavement is wet and/or vision is obscured-Class (B) Violation
7.16 Traffic at school crossings and hospital locales-Class (B) Violation
7.17 Preventing seniors and customers with special needs from falling in moving buses-Class (B) Violation
7.18.1 Safe operation of doors-Class (A) Violation
7.18.2 Safe operation of doors-Class (B) Violation
7.19 Passing your leader-Class (B) Violation
7.20 School buses-Class (C) Violation
7.21 Stopping at designated points to pick up and discharge customers-Class (B) Violation
7.22 Stopping at non-designated points to pick up and discharge customers-Class (B) Violation
7.23.1 Pulling off highway for service stops-Class (B) Violation
7.23.2 Pulling off highway for service stops-Class (A) Violation
7.24 Safety precaution concerning bicycles-Class (B) Violation
7.25 Pulling to the curb at bus stops-Class (A) Violation
7.26 Yielding right-of-way to vehicles sounding or displaying warning signals-Class (A) Violation
7.27.1 Pre-trip safety inspection-Class (B) Violation
7.27.2 Pre-trip safety inspection-Class (A) Violation
7.27.3 Pre-trip safety inspection-Class (A) Violation
7.27.4 Pre-trip safety inspection-Class (A) Violation

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8.1.1 Collision and incident reporting-Class (B) Violation
8.1.2 Collision and incident reporting-Class (C) Violation
8.1.3 Collision and incident reporting-Class (C) Violation
8.2.1 Basic collision procedures-Class (C) Violation
8.2.2 Collision and incident reporting-Class (B) Violation

SECTION 9 – PUBLIC RELATIONS
9.1 Conduct of Operators-Class (B) Violation
9.2 Waiting for customers-Class (A) Violation
9.3 Passing prospective customers-Class (B) Violation
9.4 Courtesy seats for seniors and customers with special needs-Class (A) Violation
9.5 ADA required announcements-Class (B) Violation
9.6 Requesting standing customers to move to the rear of the bus-Class (A) Violation
9.7 Shutting off next stop requested signal-Class (A) Violation
9.8 Lost and found items-Class (B) Violation

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10.1 General-Class (B) Violation
10.2.1 Calling dispatch-Class (B) Violation
10.2.2 Calling dispatch-Class (B) Violation
10.2.3 Calling dispatch-Class (A) Violation
10.3.1 Use of two-way radios-Class (B) Violation
10.3.2 Use of two-way radios-Class (B) Violation
10.3.3 Use of two-way radios-Class (C) Violation
10.4 Contacting dispatcher to report a collision or incident-Class (A) Violation
10.5 Unauthorized use of two-way radios-Class (B) Violation
10.6 Mobile Data Terminals

SECTION 11 – SPECIAL PROCEDURES
11.1 Procedure to be followed when a fire occurs on the bus-Class (A) Violation
11.2 Use of emergency triangle reflectors for disabled buses-Class (B) Violation

SECTION 12 – PROCEDURES REQUIRED BY THE AMERICANS WITH DISABILITIES ACT OF 1990
12.1 General-Class (B) Violation
12.2.1 Lift and securement use-Class (B) Violation
12.2.2 Lift and securement use-Class (A) Violation
12.3 Securement of customers with special needs in a wheelchair-Class (B) Violation
12.4 Accommodating customers with special needs in a wheelchair-Class (B) Violation
12.5 Reporting a non-functional wheelchair lift when in revenue service-Class (B) Violation
12.6.1 Accommodating customers with special needs using powered wheelchairs or three-wheeled carts-Class (C) Violation
12.6.2 Accommodating customers with special needs using powered wheelchairs or three-wheeled carts-Class (C) Violation
12.6.3 Accommodating customers with special needs using powered wheelchairs or three-wheeled carts-Class (B) Violation
12.7.1 Other service requirements-Class (B) Violation
12.7.2 Other service requirements-Class (B) Violation
12.7.3 Other service requirements-Class (C) Violation
12.7.4 Other service requirements-Class (A) Violation
12.8.1 Transportation of service or companion animals-Class (B) Violation
12.8.2 Transportation of service or companion animals-Class (A) Violation
12.9 Kneeling the bus-Class (B) Violation

SECTION 13 – UNIFORMS
13.1.1 Uniform dress codes-Class (A) Violation
13.1.2 Uniform dress codes-Class (A) Violation
13.1.3 Uniform dress codes-Class (A) Violation
13.1.4 Uniform dress codes-Class (A) Violation
13.1.5 Uniform dress codes-Class (B) Violation

SECTION 14 – FARE COLLECTION
14.1.1 General-Class (A) Violation
14.1.2 General-Class (B) Violation
14.1.3 General-Class (C) Violation
14.2.1 Farebox operations-Class (B) Violation
14.2.2 Farebox operations-Class (B) Violation
14.2.3 Farebox operations-Class (B) Violation

SECTION 15 – MISS-OUT POLICY
15.1 Definition of report time and miss-out
15.2 Discipline for miss-outs
15.3 Discipline for three (3) miss-outs in thirty (30) days
## LYNX Pre-Trip Condition Report

<table>
<thead>
<tr>
<th>Bus #</th>
<th>Date #</th>
<th>Black #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Operator</td>
<td>ID #</td>
<td></td>
</tr>
<tr>
<td>2nd Operator</td>
<td>ID #</td>
<td></td>
</tr>
<tr>
<td>3rd Operator</td>
<td>ID #</td>
<td></td>
</tr>
<tr>
<td>4th Operator</td>
<td>ID #</td>
<td></td>
</tr>
</tbody>
</table>

**OSF** □ **LOC** □ **LMMO** □

### Outside
- Route destination sign
- Windshield & windows
- Body damage, broken windows or broken lights
- Clearance lights, marker lights & tail lights
- All reflectors
- Wheels, rims & tire condition & inflation
- Lugs & studs
- Brake lights, flashers & signal lights
- Oil or other fluid leaks/exhaust
- Bicycle rack
- Outside & inside mirrors

### Inside
- Fire extinguisher
- Emergency/safety equipment
- Standee line
- Interior stanchions & seats
- Safety belts (wheelchair straps/seat belts)
- Passenger doors
- Warning lights
- Windshield wipers
- Inside lights
- Instruments & gauges
- Radio/PA
- Driver's seat, belt, accessories/proper adjustment
- Steering system for play
- Heater, defroster & air conditioner
- Horn
- Tailing bus
- Wheelchair lift cycled
- Parking brake
- Foot brake

**Operator Explain Damage and/or other Defects:**

---

**Operator (print name) | ID #**
---

**NOTE:** LAST OPERATOR EACH DAY REQUIRED TO TURN IN REPORT

**Mechanics comments:**

---

**Mechanic (print name) | ID #**
---

- Corrected
- Deferred Maintenance

---

**Supervisor Signature | Date**

**INSTRUCTIONS:**

1st Operator - Conduct pre-trip out report with name and ID number on front side.

2nd Operator - Conduct walk-around. Indicate any NEW body damage or defects, print name and ID number on front side.

3rd & 4th Operator - same procedure as 2nd operator.