



**AFFIDAVIT**

Comes the Affiant, RICHARD MOORE, JR., and after being first duly sworn under penalty of perjury as follows:

1. His/her name is RICHARD MOORE, JR. and he/she is the individual submitting the bid or is the authorized representative of MILLER TRANSPORTATION, INC. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to and acknowledged before me by Richard Moore Jr on this the 11<sup>th</sup> day of May, 2016.

My Commission expires: 2-12-18

Anneth Lynch  
NOTARY PUBLIC, STATE AT LARGE

**Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.**

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #72-2016 Charter Bus Services"**

and addressed to:            Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.

- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central

Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



## **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature Ricky Moore

05/11/16  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

**FINANCIAL RESPONSIBILITY**

Vendor understands and agrees that it shall demonstrate the ability to assure compliance with these provisions prior to final acceptance of its bid and the commencement of any work or the provision of any goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW OR THE INDEMNITY REQUIREMENTS, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

## Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$5 million per occurrence
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$5 million combined single limit or per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. The policies shall include coverage of passengers.
- b. The above limits can be met through a combination of the policies or through an Excess Liability or Umbrella Policy.
- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- d. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

## Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

#### Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### **DEFAULT**

Vendor understands and agrees that the failure to comply with any of these risk management provisions shall constitute a default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the contract or work.

# **Lexington-Fayette Urban County Government**

## **Request for Bid 72-2016**

### **Charter Bus Service**

The Lexington-Fayette Urban County Government is accepting bids to establish a contract for charter bus services for children participating in the Parks & Recreation Extended School Program (ESP).

The following specifications must be met:

- Buses should be clean and in working order. School type buses and seating are acceptable. It is the preference of the LFUCG that vehicles seat 55-passengers.
- All buses must be approved annually by the State Transportation Cabinet to transport children.
- All drivers must have a recent background check and cannot have ANY violations for crimes against children.
- No employee or other agent of the Contractor shall interact in any way with any minor clients of any facility beyond what would be required in the course of fulfilling the duties required under this agreement. Any personal contact or non-professional interaction with a minor shall be cause to ban such employee or agent from working under this contract. In that event, LFUCG shall notify the Contractor in writing that the employee or agent involved will no longer be allowed to work under this contract and the required services must be provided through a different employee or agent.
- Contractor must have a Drug-Free Workplace Policy and regularly drug test employees. A copy of this policy, including drug testing policy, must be included with bid.
- Services will be required for travel within Fayette County, in-state, and out of state. Any given trip will not exceed 150 miles, one-way, outside of Fayette County.
- Contractor must be able to provide a minimum of six buses on any given day during the Fayette County school year and a minimum of thirteen buses on any given day during the summer months.
- The LFUCG will not pay a deposit fee.

- The LFUCG will give the vendor a minimum two day notice (prior to the scheduled trip) of cancellation or change of schedule.
- Contractor shall provide proof of insurance prior to award of contract.
- Pricing must include all costs and expenses.

Bidders **must** include the following with their bid:

- Number of buses owned by company.
- Seating capacity of buses.
- Total number of buses that would be available to the LFUCG on any given day.
- Proof of current state vehicle inspections
- Company procedures for obtaining background checks on employees.
- Copy of company's Drug-Free Workplace Policy and drug testing policies.
- Completed Evidence of Insurability form (attached) and copy of current certificate of insurance
- Bid Pricing to include all fees and expenses in relation to fuel, labor and transport per bus. If your company charges different rates for in state versus out of state travel, please provide rates for both. List of sample roundtrip destinations below.
  - Lexington to Newport Aquarium
  - Lexington to Somersplash, Somerset KY Waterpark
  - Lexington to Carter Caves Ky
  - Lexington to Cincinnati Zoo
  - Lexington to Kentucky State Capitol
  - Lexington to Louisville Kentucky Kingdom,
  - Lexington to Louisville Slugger Museum,
  - Lexington to Kentucky Science Center
  - Lexington to Kings Island
  - Lexington to places within Lexington

Below are a sample number of trips taken during different periods of the ESP and Camp Kearney programs. These are only estimates to be used during preparation of your bid. **The actual number of trips and/or number of buses needed will vary.**

Summer:

ESP - 5 all day trips outside of Fayette County requiring 8 buses a day for a total of 40

Camp Kearney/TR – 2 buses a day over 7 days during the summer (times vary)

School Year:

ESP – 8 out of town trips requiring 6 buses a day to cover full days when school is out

Winter Break:

ESP – 3 trips requiring 5 buses each day

Spring Break:

ESP – 2 trips over a one week period requiring 5 buses a day

The LFUCG will evaluate and award the contract in its best interest.

**Bid submittal must include the attached LFUCG Bid Pricing sheet with a response for each item listed. Bids submitted with alternate pricing sheets will be considered non-responsive.**

**EVIDENCE OF INSURABILITY**  
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PROJECT  
 (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Miller Transportation Inc. Employee ID: \_\_\_\_\_  
Miller Transportation Bus Service, Inc. Phone: 800.544.2383  
 Address: 111 Outer Loop

Louisville, Ky 40214  
 Project to be insured: Charter Bus Service

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V section, including all requirements, and conditions:

Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
CGL	\$5,000,000/per occ.	\$ <u>5,000,000/per occ</u>	<u>Protective</u>		<u>A+</u>
AUTO	\$5,000,000/per occ. or combined single	\$ <u>5,000,000/CSL</u>	<u>Protective</u>		<u>A+</u>
WC	Statutory w/endorsement for Employer's Liability for \$1,000,000/ per occ.	\$ <u>2,000,000</u>	<u>Kesa</u>		

The Risk Management Provisions Insurance and Indemnification required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: Sure-Line Services  
 Street Address: 111 Outer Loop  
 City: Louisville State: Ky Zip: 40214  
 Telephone Number: 502.361.7360  
 Name of Authorized Representative: Carolyn Miller  
 Title: Agent/owner  
 Authorized Signature: [Signature]  
 Date: 5/11/16

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.  
**CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED.**



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2015

<b>PRODUCER</b> Sure Linc Services, Inc. 111 Outer Loop  Louisville, KY 40214		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> MILLER TRANSPORTATION INC., MILLER TRANSPORTATION BUS SERVICE, INC. 111 OUTER LOOP LOUISVILLE, KY 40214		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A PROTECTIVE INS CO	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TD000059	09/27/2015	09/27/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ INCL
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COLLISION	TD000059	09/27/2015	09/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	TD000059	09/27/2015	09/27/2016	AUTO ONLY - EA ACCIDENT \$ 5,000,000 OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	MA1349	09/27/2015	09/27/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	OTHER GARAGE KEEPERS	TD000059	09/27/2015	09/27/2016	600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

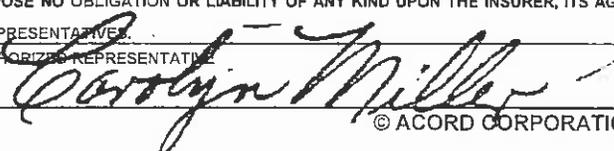
## CERTIFICATE HOLDER

LEXINGTON FAYETTE COUNTY GOV'T  
 200 E MAIN  
  
 LEXINGTON, KY 40507

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVE  
 AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/11/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Sure Linc Services, Inc. 111 Outer Loop Louisville KY 40214	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): <b>(502) 361-7360</b> FAX (A/C. No): E-MAIL ADDRESS: <b>sure_linc_services@yahoo.com</b> <hr/> <b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : <b>KESA. THE KY WORKER'S COMP FUND</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>			N/A	WC100-0000500-1215A	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 2,000,000.00 E L DISEASE - EA EMPLOYEE \$ 2,000,000.00 E L DISEASE - POLICY LIMIT \$ 2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ATTN: CANDACE WALFORD

<b>CERTIFICATE HOLDER</b>  LEXINGTON FAYETTE COUNTY GOVT 200 E MAIN  LEXINGTON, KY 40507  Fax: (859)258-3325	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: 
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## BID PRICING

Number of buses owned by company 243, INCLUDING 68 SCHOOL BUSES IN LOUISVILLE

Maximum seating capacity of buses SCHOOL BUSES: 44 (2 PER SEAT)  
66 (3 PER SEAT)

Total number of buses that would be available to LFUCG on any given day ALL OF THEM NOT PREVIOUSLY RESERVED BY OTHER CUSTOMERS

Price all trips originating from Lexington, KY up to 8 hours of service.  
 Please price per bus.

Destination	Price per bus
Carter Caves, KY	\$ 755 <sup>00</sup>
Cincinnati, OH	\$ 705 <sup>00</sup>
Frankfort, KY	\$ 485 <sup>00</sup>
Georgetown, KY	\$ 405 <sup>00</sup>
Kentucky Kingdom	\$ 685 <sup>00</sup>
Kings Island	\$ 795 <sup>00</sup>
Louisville, KY	\$ 685 <sup>00</sup>
Newport, KY	\$ 705 <sup>00</sup>
Somerset KY	\$ 695 <sup>00</sup>
Lexington- local-Full day	\$ 395 <sup>00</sup>
Lexington-local-1/2 day	\$ 395 <sup>00</sup>
Extra pick-up	\$ 35 <sup>00</sup>
Extra stop	\$ 25 <sup>00</sup>

Cancellation cost if under 2 day notice \$ PLEASE SEE \*1 BELOW

Minimum daily cost (if applicable) \$ 395<sup>00</sup>

Minimum trip cost (if applicable) \$ 395<sup>00</sup>

Price per mile for in-state travel \$ 2<sup>15</sup> / AVERAGE

Price per mile for out-of-state travel \$ 2<sup>15</sup> / AVERAGE

\*1: NO CHARGE IF CANCELLED BY 4:00 PM ON BUSINESS DAY BEFORE TRIP. AFTER THAT, CANCELLATION FEE OF \$295<sup>00</sup> <sup>(PM)</sup>.

\*2: SOLD OUT 06/20/16-06/24/16. SORRY, BUT NO BUSES ARE AVAILABLE DURING THIS TIME.



**MILLER**  
**TRANSPORTATION**

**Alcohol and**  
**Controlled Substance**  
**Program**

Miller Transportation Drug and Alcohol Policy Requirements In order to have a successful drug and alcohol testing program, it is important that employees know what is expected of them. The Federal Highway Administration requires Miller Transportation to provide educational materials that explain the requirements of the alcohol and drug testing regulations, and Miller Transportation policies and procedures with respect meeting those requirements.

#### **Alcohol and Controlled Substance Program.**

Alcohol and Controlled Substance testing is required for all Commercial Driver's License (CDL) holders. All Miller Transportation personnel who must possess a CDL shall be tested for alcohol and controlled substances in accordance with this program. This program is administered by the Personnel Office. Refer any questions regarding this program to the DER, Melissa Stegall at 502-363-0609.

.....  
Alcohol levels are determined by use of an evidential breath-testing device or by blood serum, when needed. Controlled substance testing, by urine specimen, consists of tests for marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). Specimen collection will be conducted in accordance with applicable state and federal law. The Collection procedures are designed to ensure the security and integrity of the specimen provided by each driver, and the procedures strictly follow federal chain of custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures. The situations under which alcohol testing and/or controlled substance testing are conducted are pre-employment, reasonable suspicion, post-accident, and random selection. All drivers are subject to all provisions of this program for alcohol and controlled substance testing.

Alcohol and Drug testing requirements  
for  
Drivers, Part-Time Drivers  
and  
Other Safety-Sensitive Transportation Personnel

A. **382.103 Applicability** - With a few exceptions, drivers required to have a Commercial Driver's License (CDL) are subject to the controlled substance and alcohol testing rules. A CDL is required for drivers operating a vehicle in excess of 26,000 pounds GVWR, designed to carry 16 or more passengers (including the driver), or of any size, which is used in the transportation of a placardable amount of hazardous material. This extends those currently covered by the rule to include interstate and intrastate truck and motor coach operations, including those operated by Federal, State, local and tribal governments.

B. **Compliance** - An employee must be in compliance while performing safety sensitive functions. An employee is performing a SAFETY-SENSITIVE FUNCTION during any period in which he or she is actually performing, ready to perform or immediately available to perform any of the on-duty functions listed below.

**Safety-Sensitive Function.** Any of those on duty functions set forth in 395.2 On- Duty Time, paragraphs (1) through (7) as listed below.

- (1) All time at a school, terminal, facility, or other property waiting to be dispatched, unless the driver has been relieved from duty by the dispatcher.
- (2) All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSRs) or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- (3) All time spent at the driving controls of a commercial motor vehicle.
- (4) All time, other than driving time, spent on or in a commercial motor vehicle.
- (5) All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, and remaining in readiness to operate the vehicle.
- (6) All time spent performing the driver requirements associated with an accident.
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### C. Prohibited Alcohol and Controlled Substance Related Conduct Covered By 49 CFR, Parts 382.201 Through 382.215

The following alcohol and controlled substance-related activities are prohibited by the Federal Highway Administration's drug use and alcohol misuse rules for drivers of commercial motor vehicles.

1. 382.201 Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
2. 382.204 Being on duty or operating a Commercial Motor Vehicle (CMV) while the driver possesses alcohol. This includes the possession of medicines containing alcohol (prescriptions or over the counter), unless the packaging seal is unbroken.
3. 382.205 Using alcohol four (4) hours prior to / or while performing safety-sensitive functions. This includes those performing inspections and work on buses.
4. 382.209 When required to take a post-accident alcohol test, using alcohol within eight (8) hours following the accident or prior to undergoing a post accident test, whichever comes first.
5. 382.211 Refusing to submit to an alcohol or controlled substance test required by post-accident, random or reasonable suspicion testing requirements.
6. 382.213 Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, while the driver uses any controlled substance (except when instructed by a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV)
7. 382.215 Reporting for duty, or remaining on duty, or performing a safety-sensitive function, if the driver tests positive for controlled substances.

### D. Testing Requirements

The guidelines for the laboratory and the Medical Review Officer (MRO)- for reporting alcohol and controlled substance testing results include, but are not limited to, the following:

- Negative
- Positive
- Refusal to Test: A driver; (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fail to provide adequate urine for controlled substance testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process. For controlled substances testing, the MRO reports that the specimen was adulterated or substituted. *Adulterated* means a urine specimen is submitted that does not exhibit the physical characteristics of human urine. *Substituted* means a urine specimen is submitted that is not consistent with normal human urine.

- **Negative Dilute:** A specimen with creatinine and specific gravity values that are lower than expected for human urine. Upon notification of a negative dilute controlled substance test result from the MRO, the employee shall be sent for retesting immediately without direct observation. This procedure will be followed in all testing situations.
- **Cancelled:** If a specimen is reported by the MRO as cancelled, the employee may be sent for retesting immediately with direct observation. This procedure will be followed in all testing situations.

An employee who tests positive for a controlled substance (other than that prescribed by a doctor) or has .02 or greater blood alcohol count or refuses to test will be immediately terminated.

### 1. Pre-Employment Controlled Substance Testing

This testing is given to prospective employees prior to employment in a position requiring a CDL. Prior to the first time a driver performs safety-sensitive functions (such as time spent driving a vehicle, inspecting a vehicle, loading a vehicle, or a pre-employment road test), the driver must submit to testing for controlled substances. No supervisor shall allow a driver to perform a safety-sensitive function unless a controlled substance test result is received from the Medical Review Officer (MRO) indicating a verified negative result.

#### Testing Guidelines:

- All documentation remains confidential.
- Upon arrival at the test site, the applicant must remain until testing is completed
- An applicant who tests positive, or refuses to test, is disqualified from further consideration.

### 2. Reasonable Suspicion Testing

If a supervisor observes employee behavior indicative of alcohol and /or controlled substance abuse, the supervisor must require the employee to obtain testing. The employee is relieved from safety-sensitive functions pending test results.

#### Testing Guidelines:

- The supervisor completes the Observed Behavior-Reasonable Cause Form.
- Upon notification by the supervisor, the employee shall proceed immediately to the testing site.
- The supervisor transports the driver to the testing site.
- Should the need exist after MRO office hours, the employee is transported to an alternate testing site.
- Upon arrival at the testing site, the employee must remain until testing is completed or the employee is subject to immediate termination.
- All documentation remains confidential.

- The employee who tests positive, or refuses to test will be immediately terminated. The employee shall be advised by Miller Transportation of the resources available to them in evaluation and resolving problems associated with the misuse of alcohol or use of controlled substances.

**Alcohol** – Alcohol testing is authorized only if the observations are made during, just before, or just after the period of the work day the driver is required to be in compliance.

If a reasonable suspicion alcohol test is not administered within two (2) hours following the observations, Miller Transportation shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. In addition, if not administered within eight (8) hours, Miller Transportation shall cease attempts to administer the test, and shall prepare and maintain the record listed above.

Only one (1) supervisor or Miller Transportation official is required to make the observations necessary to require the controlled substance or alcohol test. The Federal Highway Administration believes requiring only one (1) supervisor or official to make a reasonable suspicion determination responds to the operational realities of motor carrier operations. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test, in order to preserve protection for the drivers.

### 3. Post-Accident Testing for Alcohol and Controlled Substance

For this testing regulation, an accident is:

- a fatality at the scene
- or an injury receiving medical treatment away from the scene
- a vehicle towed from the scene

After an accident, testing only occurs if any of the following happens:

- The accident results in the loss of life.
- The driver receives a citation for a moving traffic violation arising from an accident that involved:
  - 1) Injury requiring medical treatment away from the scene
  - 2) One or more vehicles having to be towed from the scene.

Testing Guidelines:

- Miller Transportation obtains a copy of the police report indicating a fatality or a copy of the citation for a moving traffic violation.
- A driver who is subject to post-accident testing must remain available, or Miller Transportation may consider the driver to have refused to test. The driver, subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident, or until he/she submits to an alcohol test, whichever comes first.

- Upon notification by the supervisor, the employee shall proceed immediately to the test site.
- The supervisor or authorized agent(s) transports the driver to the testing site.
- Upon arrival at the test site, the employee must remain until testing is completed, or the employee is subject to immediate termination.
- All documentation remains confidential.
- The employee who tests positive, or refuses to test, will be immediately terminated. The employee shall be advised by Miller Transportation of the resources available to them in evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances.

When a required controlled substance test has not been administered within a reasonable time frame following the accident, the following action shall be taken:

<u>Time Elapsed</u>	<u>Action Required</u>
2 hours	If the driver has not submitted to an alcohol test at this time Miller Transportation shall prepare and maintain on file a record stating the reason a test was not promptly administered.
8 hours	Cease attempts to administer alcohol test and prepare and maintain record described above
32 hours	If the driver has not submitted to a controlled substance test at this time, Miller Transportation shall cease attempts to administer the test and prepare and maintain the record described above.

**Important Note:** Nothing in this document (or the rule itself) should be construed as to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of a accident for the period necessary to obtain assistance in responding to the accident, or to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

**Miller Transportation** - Shall provide drivers with necessary post-Accident information, and procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this rule.

The Federal Highway Administration recognizes post-accident tests conducted by Federal, State, and local officials as meeting the requirements of this rule under the following conditions:

1. The official must have independent authority to conduct the test.
2. The test must conform to Federal, State or Local requirements.
3. Alcohol tests require blood or breath samples.
4. Controlled substance test require urine samples.

#### 4. Random Testing

The random-selection process is a computer-generated program using a scientific random function. The program requires that 50 percent of the CDL driver positions are tested annually for controlled substances and that 10 percent are tested annually for alcohol. The average number of driver positions throughout the year determines the total number established in each year's selection pool for CDL drivers.

##### Testing Guidelines:

- A scientifically random selection by computer of CDL driver for testing is conducted.
- All documentation remains confidential.
- The supervisor is notified of the selected driver to be tested for alcohol and/or controlled substances.
- The supervisor notified of the selected driver to be tested for alcohol and/or controlled substances.
- The supervisor notifies the randomly selected employee.
- In the supervisor's absence, the next-in line supervisor notifies the randomly selected employee.
- Upon notification by the supervisor, the employee shall proceed immediately to the testing site.
- Failure to comply within Miller Transportation's policy of proceeding immediately to the testing site will result in immediate termination.
- The employee must take picture identification and the Miller Transportation Testing Notification Form to the MRO and, after testing, must return the completed Testing Notification Form to the supervisor.
- Upon arrival at the testing site, the employee must remain until testing is completed, or the employee is subject to immediate discharge.
- If the employee is absent from work on the day of the random selection for testing, the supervisor documents this information and delays notification until the employee returns to work.
- An employee who test positive, or refuses to test, will be immediately terminated. The employee shall be advised by Miller Transportation of the resources with the misuse of alcohol or use of controlled substances.

**Random Alcohol Testing-** Random alcohol testing shall be conducted in accordance with the requirements listed below.

1. Miller Transportation must use a scientific method, such as a random number table which is matched with the driver's social security number.
2. Random alcohol testing shall be administered at a minimum annual rate of 25 percent of the average number of drivers and safety-sensitive transportation position.
3. Miller Transportation shall ensure that random alcohol test are unannounced and reasonably spread throughout the calendar year.
4. Miller Transportation shall ensure that persons selected for random alcohol tests proceed immediately to the testing site upon notification of being selected.

5. The employee shall only be tested for alcohol while the employee is performing safety-sensitive functions, immediately prior to performing or immediately after performing safety-sensitive functions.
6. In the event a person who is selected for a random alcohol test is on vacation or an extended medical absence, Miller can either select another person for testing or keep the original selection confidential until the person returns.

**Random Controlled Substance Testing-** Random controlled substance testing shall be conducted in accordance with the requirements as listed below.

1. Miller Transportation must use a scientific valid method, such as a random number table, which is matched with the driver's social security number.
2. Random controlled substance testing shall be administered at a minimum annual rate of 50 percent of the average number of driver positions.
3. Miller Transportation shall ensure that random controlled substance test are unannounced and spread reasonable throughout the calendar year
4. Miller Transportation shall ensure that drivers selected for random controlled Substance test proceed immediately to the testing site upon notification of being selected.
5. In the event a person who is selected for a random controlled substance test is on vacation or an extended medical absence, Miller Transportation can either select another driver for testing or keep the original selection confidential until the driver returns.

#### 5. Return-to-duty/Follow up:

It is Miller Transportation's policy that a positive test result for a controlled substance or alcohol will result in immediate termination. Therefore, no return to duty/follow up tests will be offered as an option.

### E. PROCEDURES FOR THE TESTING OF ALCOHOL

Testing devices: Test must be conducted with evidential breath test devices (EBTs) approved by the National Highway Traffic Safety Administration (NHTSA).

#### Screening Test Procedures

1. Donor is asked to provide identification and sign consent line on testing form.
2. The test number is identified to the donor.
3. The instrument performs a "blank check" (air blank) to confirm that no alcohol is present in the EBT.
4. An individually sealed mouthpiece is opened and attached to the EBT. The employee blows into the mouthpiece until an adequate amount of breath has been obtained.
5. The test result will show on the monitor of the EBT, donor is asked to verify result and signs testing form for verification, test result is printed out of EBT and attached to all copies of the testing form.
6. If the result is under .02, the BAT records the result and no further testing is performed.
7. If the result is .02 or higher, a confirmation test is conducted.

#### Confirmation Test Procedures

1. The confirmation test is conducted at least 15 minutes but not more than 30 minutes after the screening test.
2. The confirmation test must be conducted using an evidential breath testing (EBT) instrument that prints out the results, date and time, a sequential test number, and the name and the serial number of the EBT to ensure the reliability of the results.
3. The confirmation test result determines any action taken.
4. Employees who test positive for alcohol (.02 or greater) will be immediately terminated.

#### Inability to provide enough breath to complete the breath test

An employee who does not provide enough breath for the test is sent to a physician for a medical evaluation. If the doctor is unable to find a medical explanation for the employee's failure to provide enough breath, the employee will be considered to have refused to take a test, which is prohibited in the FMCSA rules.

### F. PROCEDURES FOR THE TESTING OF DRUGS

Drugs that will be tested for include: Amphetamine (Methamphetamine), Marijuana (THC), Cocaine, Opiates (Morphine and Codeine), Phencyclidine (PCP)

#### Summary of collection procedures

1. The donor will be asked to show the collector a photo ID (driver's license).
2. The donor will be directed to empty his or her pockets and display the items in them to ensure that no items are present which could be used to adulterate the specimen. If nothing is there that can be used to adulterate a specimen, the employee can place the items back into his or her pockets. If an item could be used to tamper a specimen, the collector must maintain it until the collection process is completed.
3. The donor will be asked to provide a urine specimen in the privacy of a restroom.
4. A "split sample" of urine is collected. In the split sample method the urine specimen is divided into two containers. The purpose of the split sample is to allow the donor the opportunity to have the split portion (bottle b) of the specimen tested at a different certified laboratory, providing the donor with an opportunity for a "second opinion".

NOTE: A donor must provide at least 45 ml (milliliters) of urine. Failure to provide this amount of urine within a specified time period may be considered a refusal to submit to a controlled substance test and the employee is considered to have engaged in actions prohibited by these rules. The donor will have up to 3 hours to provide the minimum amount of urine and may consume up to 40 ounces of fluids. If the donor is still unable to provide a complete sample after 3 hours, the test is stopped and the employer will send the donor for a medical evaluation to determine if there is a legitimate reason for failure to provide a specimen or

there is a refusal to submit a specimen. A report by the examining physician must be provided to the MRO for evaluation. The MRO makes the final decision as to whether this will be deemed a refusal.

5. The collector will seal the corresponding bottles of urine with a seal that is provided on the testing form in the presence of the donor. Each seal has the control number/specimen number that corresponds to the number on the rest of the form. The chain of custody must be completed and shipped with the specimen.

6. The donor will be asked to sign the completed chain of custody. This verifies the specimen bottles were sealed in the donor's presence. The donor is given a copy of the chain of custody. The specimen is then shipped to the laboratory for testing.

#### Direct Observed Collections

Collection of urine specimens must allow individual privacy unless one of the situations listed has occurred. If specimen collection is directly observed, the person must be of the same gender as the employee.

1. The temperature of the specimen is out of range.
2. The collection site person observes behavior that clearly indicates an attempt to alter or substitute a specimen.
3. The specimen provided was considered invalid by the laboratory and there is not an adequate medical explanation.
4. The positive, adulterated or substituted test result was cancelled because the test of the split specimen could not be performed.

### **G. LABORATORY TESTING PROCEDURES**

Every specimen is required to undergo an initial screen followed by a confirmation of all positive screen results. The screen-confirmation process utilizes highly sophisticated techniques to detect minute levels of prohibited substances in urine.

#### Initial Screen Test

49 CFR part 40 requires the use of immunoassay in the initial screen process.

#### Confirmation Test

A confirmation test is performed on all initial positive tests using gas chromatography/mass spectrometry (GCMS). All confirmations must be quantitative in their analysis, which means that the specific, scientific level of drug contained in the collected specimen must be known.

#### Validity Testing

This is a laboratory requirement in which there is an evaluation of the specimen to determine if it is consistent with normal human urine.

1. It is to determine if certain adulterants or foreign substances were added to the urine.

2. If the urine was diluted
3. If the specimen was substituted

H. REQUIREMENT THAT A DRIVER SUBMIT TO TESTING  
All drivers who possess a CDL and are required to be tested by 49 CFR Part 382 must submit to alcohol and controlled substance testing in accordance with Part 382.

I. WHAT CONSTITUTES A REFUSAL AND WHAT ARE THE CONSEQUENCES OF REFUSING?

Refusing to Submit

1. Fail to appear for any test (except a pre-employment test) immediately after being directed to do so.
2. Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences.
3. Fail to provide a urine specimen for any drug test. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences.
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen.
5. Fail 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. Fail or declines to take a second test the employer or collector has directed the driver to take.
7. Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under 640.193d of this title. In the case of a pre-employment drug test, the employee is deemed to have refused to test on the basis only if the pre-employment test is conducted following a contingent offer of employment.
8. Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
9. Is reported by the MRO as having a verified adulterated or substituted test result.

Consequences for refusing to submit to testing

Refusing to submit to a required alcohol or drug test will result in immediate termination.

J. Consequences to Persons Engaging in Conduct Prohibited by the Federal Highway Administration Drug and Alcohol Misuse Rules.

Persons who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substances are subject to the following consequences:

1. Employees shall not be permitted to perform safety-sensitive functions.
2. Employees shall be advised by Miller Transportation of the resources available to them in evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances.
3. The employee may be evaluated by a Substance Abuse Professional (SAP) who may determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use.

#### K. Medical Review Officer (MRO)

The Miller Transportation Medical Review Officer (MRO) is Occupational Physicians of Louisville, 100 High Rise Drive, Louisville, Kentucky 40213. 502/964-3688 The Medical Review Officer (MRO), a licensed physician (Medical Doctor or Doctor of Osteopathy), is responsible for receiving laboratory results generated by a Miller Transportation's drug testing program. The MRO shall have knowledge of substance abuse disorders, and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

The responsibilities of the MRO include the following:

- Record arrival and departure times of driver
- Maintains all records accurately, confidentially and securely
- Interprets test results and communicates to Miller Transportation
- Adheres to federal, state and District requirements

**Employee Notification.**- Prior to verifying a "positive" result, the MRO shall make every reasonable effort to contact the employee (confidentially) and afford him/her the opportunity to discuss the test result. If after making all reasonable efforts and documenting them the MRO is unable to reach the employee directly, the MRO shall contact the Designated Employee Representative (DER) who shall direct the employee to contact the MRO as soon as possible (within 24 hours). Under split-sample collection procedures, the employee has 72 hours following notification of a positive result to request that the secondary sample be analyzed. In the event a split sample was not taken, or was of inadequate quality, the original test would be voided and the employee would not be subject to retest. While the primary sample is tested at specific thresholds for each controlled substance, the secondary (split) sample is analyzed only for the presence of controlled substances. If a negative result is reached on the secondary test, the original test results are disregarded.

#### L. Employee Training

All employees subject to this program receive materials containing an explanation of the Miller Transportation policy, the Employee Assistance Program (EAP) resources, and pertinent federal and state regulations. Each employee is required to sign for receipt of these written materials.

### M. Supervisor Training

The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made by a supervisor or Miller Transportation official who is trained in accordance with the requirements listed below.

1. Miller must ensure persons designated to determine whether reasonable suspicion exists to require a driver to undergo alcohol or controlled substance testing receive at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substance use.
2. The training shall cover the physical, behavioral, speech and performance indicators of probable cause misuse and use of controlled substances.
3. The training shall be a total of 120 minutes.

## Definitions

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

**Alcohol Use:** The consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

**Breath Alcohol Technician (BAT):** An individual who instructs and assists in the alcohol-testing process and operates an Evidential Breath-Testing Device (EBT)

**Commercial Motor Vehicle (CMV):** A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle

- (1) has a gross combination weight of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.
- (2) has a gross vehicle weight rating of 26,001 or more pounds.
- (3) is designed to transport 16 or more passengers, including the driver or
- (4) is of any size and is used in the transportation of hazardous materials requiring placards

**Confirmation Test:** For alcohol, confirmation testing means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances, confirmation testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

**Driver:** Any person who operates a commercial motor vehicle. For the purpose of pre-employment testing, the term *driver* includes a person applying to drive a commercial motor vehicle.

**Employer:** Any person (including the United States, a State, the District of Columbia or a political subdivision of a State) who owns or leases a commercial motor vehicle or assigns persons to operate such a vehicle, including agents, officers, and representatives of the employer.

**Evidential Breath Testing Device (EBT)** A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conform-fing Product's List of Evidential Breath Measurement Devices" (CPL)

**Medical Review Officer (MRO)** A licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an employers drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive

test result together with his or her medical history and any other relevant biomedical information.

**Performing (A Safety – Sensitive Function)** Any period in which the driver is actually performing, ready to perform or immediately able to perform any safety-sensitive function.

**Refusal to Submit (To and Alcohol or Controlled Substance Test)** A driver;(1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide adequate urine for controlled substance testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process

**Screening Test (AKA Initial Test)** In alcohol testing it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing it means an immunoassay screen to eliminate “negative” urine specimens from further consideration.

**Substance Abuse Professional** A licensed physician (Medical Doctor or Doctor of Osteopathy) or a licensed or certified psychologist, social worker, employer assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

“**Reasonable Suspicion**” is the belief that the driver has violated the alcohol or controlled substance prohibitions, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the person.

**Return to Duty/Follow up** – It is Miller Transportation’s policy that a positive test result for a controlled substance or alcohol will result in immediate termination. Therefore, no follow up tests will be offered as an option.

## PROCEDURES FOR SAFETY MANAGEMENT CONTROL

Beginning with the primary employment of a driver, required background checks for employment and safety are checked and drivers must have a current physical and are sent for a pre-employment physical. After the basic paperwork is done, all drivers must attend an orientation class for the company regarding policies and procedures, as well as orientation to our equipment. As outlined in accordance with the DOT regulations, our drivers have instruction both in classroom and in the field in Whistle Blowing, Hours of Service, Nutrition and drug awareness, and driver qualifications. All also sit for classes in the Smith System of Safe Driving, Defensive Driving Techniques, Passenger service and safety, and Log Book Procedures. In addition they then spend at a minimum of three training runs with other regularly employed seasoned drivers, before they go out on their own. This process is recorded with the Safety Director and upon completion, each is issued a certificate and a driver release form is filed with the dispatcher for the driver to get regularly dispatched.

Regular annual driver license checks are done on all drivers, mechanics, and wash personnel as well as all are included in the random drug pool. On top all Management personnel have been trained in Drug Awareness and monitor all employees. Miller does incorporate a drug and alcohol policy and program that is in accordance to and or stricter than federal requirements.

Randomly the Safety department pulls drivers to inspect their logs and paperwork as well as verifying that all current information on the driver is up to date to the best of their knowledge. The in house safety department, to insure that policies and procedures for driving, pick-up and drop-off of groups, on time service, and equipment appearance and safety are maintained, also performs Field checks and monitoring. A full disciplinary action program is in place to reprimand operators whom are not in compliance.

We have enclosed additional attachments to further outline the above procedures.

## Safety And Compliance Summary

Miller Transportation Bus Service Safety and Compliance is maintained and overseen by Miller Transportation Inc of Louisville, Kentucky. Along with an on-sight person in Indianapolis to carry on daily monitoring of scheduling, activities, and drivers log verification; Miller Transportation Bus Service utilizes the services of the Miller Transportation Inc. Safety Program for Driver Qualification, Training, and Accident Investigation. Policies adopted and enforced by Miller Transportation Inc have also been adopted for Miller Transportation Bus Service.

Miller Transportation Inc. Safety Department's Safety Manager oversees the Safe, reliable, Clean, Courteous and on-time service to our customers. Further, all Operators, Office Staff, Service, and Maintenance Personnel are charged with the responsibility of insuring the safety of passengers, employees, property, and those coming in contact with the system. The Safety Manager is authorized and directed to develop, implement, and administer a comprehensive and coordinated Safety and Training Program to prevent, control, and resolve unsafe conditions, which may occur. This authority includes the right to stop any operation immediately, which the Safety Manager feels is unsafe. It is employees's responsibility to fully cooperate with the Safety Manager and provide them with any requested information to assist in any investigation that is being conducted.

A program has been set in place along with the cooperation of the company's insurance carrier, which sets details of Minimum Driver Hiring Requirements. This outline is available for review at any time and includes items such as minimum age requirements, Driving Record Checks, Background checks, Physical Examinations, Pre Employment Drug Tests, and Training Requirements for New Hire Drivers as well as Tenured Drivers. All Operators are monitored for performance and safety on a regular basis for Motor Vehicle Records, Driver Performance, Accidents, Customer Complaints, Log Violations, Drug and Alcohol Testing, and Company and D.O.T. Compliance.