

*****ATTACHMENTS*****

CITY OF SHEBOYGAN**SHEBOYGAN TRANSIT AND PARKING COMMISSION MEETING MINUTES****SEPTEMBER 22, 2016**

Chair Todd Wolf called the meeting to order at 5:00 p.m. The Pledge of Allegiance followed.

Commission members present: Alderperson Todd Wolf, Alderperson John Belanger, Mayor Michael Vandersteen, Police Chief Christopher Domagalski, Director of Planning and Development Chad Pelishek, Ryan Zinkel, Michael Helmke, Charles Windsor, Director of Transit and Parking Derek Muench (ex-officio member)

Commission Members excused: Alderperson Bill Thiel

Others present: Austin Vantreck and Dane Checolinski, Sheboygan County Economic Development Corporation, Jeff Agee-Aguayo, Bay-Lakes Regional Planning

Staff Present: Administrative Coordinator Ann Koeller

MINUTES

Alderperson John Belanger made a motion to approve the minutes from the August 16, 2016 meeting. Mayor Michael Vandersteen seconded the motion. Motion carried.

ITEMS FOR DISCUSSION & POSSIBLE ACTION**2.1 Update of July/August Route Changes.**

Alderperson John Belanger motioned to accept and file the route changes report presented by the Director of Transit & Parking Derek Muench. The Director of Planning and Development Chad Pelishek seconded the motion. Motion carried.

2.2 Transit & Parking Monthly Reports.

August Transit Ridership: 41,668

August Transit Revenue: \$33,734

August Parking Revenue: \$15,874

August Metro Connection Ridership: 2,915

August Metro Connection Revenue: \$23,276

The Director of Planning and Development Chad Pelishek motioned to approve the monthly reports. Alderman John Belanger seconded the motion. Motion carried.

2.3 Proposal of a Group Fare for Shoreline Metro.

Alderperson John Belanger made a motion to approve the Group Fare for Shoreline Metro to be \$.85 per person for groups of 10 or more people. Director of Planning and Development Chad Pelishek seconded the motion. Motion carried.

2.4 2016 Community Development Block Grant Agreement.

Alderperson John Belanger motioned to accept the agreement and authorize the Transit Commission Chair to sign the agreement and allow the Director of Transit & Parking to act as the witness. Michael Helmke seconded the motion. Motion carried.

2.5 Presentation by Sheboygan County Economic Development Corporation on Employer Survey Results.

Mayor Michael Vandersteen made a motion to place the Employer Survey Results on file and to allow Shoreline Metro Staff to continue involvement in further planning and development of a project plan. Alderperson John Belanger seconded the motion. Motion carried.

2.6 Parking Request by Parker John's to use two (2) stalls for Garbage Dumpsters in the Riverfront Parking Lot

Alderperson John Belanger made a motion to approve this request. Michael Helmke seconded the motion. Motion carried.

2.7 Request for Engine Purchases for Fixed Route buses

The Director of Planning and Development Chad Pelishek motioned to approve the purchase of four (4) engines for Shoreline Metro fixed route buses contingent upon the approval by the Finance Committee for the transfer of funds within the 2016 transit budget. Alderperson John Belanger seconded the motion. Motion carried.

ADJOURN

Charles Windsor motioned to adjourn the meeting. Mayor Michael Vandersteen seconded the motion. Motion carried.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 2.1 Transit & Parking Monthly Reports

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 11/17/16

MEETING DATE: 11/22/16

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The monthly reports for the months of September and October are presented for Shoreline Metro, Metro Connection and the Parking Utility for review and approval.

STAFF COMMENTS:

The Director of Transit & Parking has reviewed the reports as submitted.

Here is a summary of the September reports:

- Shoreline Metro ridership was up 2.9%; revenue was down 5.5%; overall ridership is down 1.8% YTD.
 - Route changes have allowed for more frequency which in turn has contributed to the increase in ridership; routes continue to be very productive.
- Metro Connection ridership was up 9.3%; revenue is up 5.9%; overall ridership is down slightly YTD.
 - Typically August starts the trend of increased ridership; No significant increase to revenue hours as a result; Revenue follows ridership.
- Parking Utility revenue is up 12.3%; no concerns on revenue at this time; Revenue is on pace to match 2015 levels.
 - Average month for meters (loss of second CSO starting to be seen in revenues); Increase in monthly rentals at end of the quarter; Lot 14 continues to be free (will add greatly to both figures once operational);

Here is a summary of the October reports:

- Shoreline Metro ridership was down 8.2%; revenue was up 6.4%; overall ridership is down 1.8% YTD.
 - Route changes have allowed for more frequency which in turn has contributed to the increase in ridership; routes continue to be very productive; Sheboygan Area School District made large purchase in October.

- Metro Connection ridership was up 7.1%; revenue is up 3.5%; overall ridership is down slightly YTD.
 - October is usually higher ridership; No significant increase to revenue hours as a result; Revenue follows ridership;

- Parking Utility revenue is up 17.9%; no concerns on revenue at this time; Revenue is on pace to match 2015 levels.
 - Average month for meters (loss of second CSO continues to impact revenues); Increase in monthly rentals at start of quarter; Lot 14 continues to be free (will add greatly to both figures once operational);

ACTION REQUESTED:

Motion to accept the reports provided by the Director of Transit & Parking and place on file.

ATTACHMENTS:

- I. Shoreline Metro and Metro Connection Report;
- II. Parking Utility Report;

OPERATING STATISTICS FOR SHORELINE METRO & METRO CONNECTION - 2015 to 2016

	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE			
REVENUES	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change
Metro Connection	\$21,337	\$23,036	(\$1,699)	-7.4%	\$21,573	\$22,290	(\$717)	-3.2%	\$22,143	\$28,355	(\$6,212)	-21.9%	\$22,495	\$22,342	\$153	0.7%	\$22,711	\$23,785	(\$1,074)	-4.5%	\$21,975	\$23,254	(\$1,279)	-5.5%
Shoreline Metro	\$36,101	\$36,001	\$100	0.3%	\$35,518	\$42,432	(\$6,914)	-16.3%	\$44,216	\$38,708	\$5,508	14.2%	\$29,193	\$41,147	(\$11,954)	-29.1%	\$31,288	\$37,662	(\$6,374)	-16.9%	\$34,642	\$32,557	\$2,085	6.4%
MONTH TOTALS	\$57,438	\$59,037	-\$1,599	-2.7%	\$57,091	\$64,722	(\$7,631)	-11.8%	\$66,359	\$67,063	(\$704)	-1.0%	\$51,688	\$63,489	(\$11,801)	-18.6%	\$53,999	\$61,447	(\$7,448)	-12.1%	\$56,617	\$55,811	\$806	1.4%
RIDERSHIP	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change
Metro Connection	2,641	3,230	(589)	-18.2%	2,757	3,188	(431)	-13.5%	2,900	3,945	(1,045)	-26.5%	2,943	2,992	(49)	-1.6%	2,847	3,079	(232)	-7.5%	2,850	2,908	(58)	-2.0%
Trips/Revenue Hour	2.95	2.28	0.67	29.4%	3.12	2.35	0.77	32.8%	3.07	2.40	0.67	27.9%	3.19	2.74	0.45	16.4%	2.84	2.83	0.01	0.4%	2.76	3.08	(0.32)	-10.4%
Shoreline Metro	42,556	48,163	(5,607)	-11.6%	45,889	46,403	(514)	-1.1%	46,141	50,310	(4,169)	-8.3%	45,753	50,158	(4,405)	-8.8%	43,900	45,119	(1,219)	-2.7%	42,613	40,581	2,032	5.0%
Trips/Revenue Hour	12.97	13.89	(0.92)	-6.6%	13.79	14.41	(0.62)	-4.3%	12.93	14.23	(1.30)	-9.1%	13.25	13.69	(0.44)	-3.2%	13.19	13.07	0.12	0.9%	11.94	10.99	0.95	8.6%
MONTH TOTALS	45,197	51,393	(6,196)	-12.1%	48,646	49,591	(945)	-1.9%	49,041	54,255	(5,214)	-9.6%	48,696	53,150	(4,454)	-8.4%	46,747	48,198	(1,451)	-3.0%	45,463	43,489	1,974	4.5%
	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
REVENUES	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change
Metro Connection	\$20,150	\$22,150	(\$2,000)	-9.0%	\$23,276	\$21,074	\$2,202	10.4%	\$23,058	\$21,771	\$1,287	5.9%	\$23,810	\$23,004	\$806	3.5%		\$20,235	(\$20,235)	-100.0%		\$21,089	(\$21,089)	-100.0%
Shoreline Metro	\$25,424	\$29,020	(\$3,596)	-12.4%	\$33,734	\$29,124	\$4,610	15.8%	\$34,872	\$36,894	(\$2,022)	-5.5%	\$41,161	\$38,682	\$2,479	6.4%		\$35,813	(\$35,813)	-100.0%		\$36,210	(\$36,210)	-100.0%
MONTH TOTALS	\$45,574	\$51,170	(\$5,596)	-10.9%	\$57,010	\$50,198	\$6,812	13.6%	\$57,930	\$58,665	(\$735)	-1.3%	\$64,971	\$61,686	\$3,285	5.3%	\$0	\$56,048	(\$56,048)	-100.0%	\$0	\$57,299	(\$57,299)	-100.0%
RIDERSHIP	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change
Metro Connection	2,606	2,848	(242)	-8.5%	2,915	2,596	319	12.3%	3,020	2,764	256	9.3%	3,045	2,842	203	7.1%		2,458	(2,458)	-100.0%		2,642	(2,642)	-100.0%
Trips/Revenue Hour	2.68	3.00	(0.32)	-10.7%	2.69	2.89	(0.20)	-6.9%	2.90	3.04	(0.14)	-4.6%	2.91	2.99	(0.08)	-2.7%		2.80				3.00		
Shoreline Metro	39,203	37,406	1,797	4.8%	41,668	34,891	6,777	19.4%	47,780	46,442	1,338	2.9%	46,038	50,139	(4,101)	-8.2%		43,312	(43,312)	-100.0%		44,841	(44,841)	-100.0%
Trips/Revenue Hour	13.26	10.43	2.83	27.1%	12.27	9.94	2.33	23.4%	15.50	13.32	2.18	16.4%	14.97	13.91	1.06	7.6%		13.62				13.42		
MONTH TOTALS	41,809	40,254	1,555	3.9%	44,583	37,487	7,096	18.9%	50,800	49,206	1,594	3.2%	49,083	52,981	(3,898)	-7.4%	0	45,770	(45,770)	-100.0%	0	47,483	(47,483)	-100.0%
REVENUE COMPARISON BY YEAR					RIDERSHIP COMPARISON BY YEAR					TRIPS/REV HOUR		REVENUE HOURS		REVENUE MILES										
ANNUAL TOTALS	2015	2016 YTD	Difference	% Change	ANNUAL TOTALS	2015	2016 YTD	Difference	% Change	2015	2016 YTD	2015	2016 YTD	2015	2016 YTD									
Metro Connection	\$272,385	\$222,528	(\$49,857)	-18%	Metro Connection	35,492	28,524	-6,968	-20%	2.73	2.91	13,003	9,823	152,910	125,419									
Shoreline Metro	\$434,250	\$395,503	(\$38,747)	-9%	Shoreline Metro	537,765	441,541	-96,224	-18%	12.88	13.23	41,742	35,827	599,904	488,974									



Prepared by Shoreline Metro for the Transit Commission.

OPERATING STATISTICS FOR THE PARKING UTILITY - 2015 to 2016

	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE			
REVENUES	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change
Meters	\$9,226	\$7,681	1,545.00	20.1%	\$7,872	\$7,422	450.00	6.1%	\$8,517	\$8,509	8.00	0.1%	\$8,728	\$8,820	(92.00)	-1.0%	\$7,783	\$8,350	(567.00)	-6.8%	\$6,905	\$12,267	(5,362.00)	-43.7%
Stall Rentals	\$27,380	\$47,112	(19,732.00)	-41.9%	\$2,292	\$3,176	(884.00)	-27.8%	\$9,273	\$19,089	(9,816.00)	-51.4%	\$3,491	\$5,289	(1,798.00)	-34.0%	\$15,132	\$446	14,686.00	3292.8%	\$13,255	\$11,415	1,840.00	16.1%
MONTH TOTALS	\$36,606	\$54,793	(18,187.00)	-33.2%	\$10,164	\$10,598	(434.00)	-4.1%	\$17,790	\$27,598	(9,808.00)	-35.5%	\$12,219	\$14,109	(1,890.00)	-13.4%	\$22,915	\$8,796	14,119.00	160.5%	\$20,160	\$23,682	(3,522.00)	-14.9%
	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
REVENUES	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change	2016	2015	Difference	% Change
Meters	\$9,883	\$9,339	544.00	5.8%	\$15,074	\$10,084	4,990.00	49.5%	\$8,221	\$11,205	(2,984.00)	-26.6%	\$8,301	\$8,696	(395.00)	-4.5%		\$9,000	(9,000.00)	-100.0%		\$9,226	(9,226.00)	-100.0%
Stall Rentals	\$8,594	\$4,931	3,663.00	74.3%	\$800	\$465	335.00	72.0%	\$18,482	\$12,573	5,909.00	47.0%	\$4,592	\$2,236	2,356.00	105.4%		\$660	(660.00)	-100.0%		\$18,112	(18,112.00)	-100.0%
MONTH TOTALS	\$18,477	\$14,270	4,207.00	29.5%	\$15,874	\$10,549	5,325.00	50.5%	\$26,703	\$23,778	2,925.00	12.3%	\$12,893	\$10,932	1,961.00	17.9%	\$0	\$9,660	(9,660.00)	-100.0%	\$0	\$27,338	(27,338.00)	-100.0%
REVENUE COMPARISON BY YEAR					REVENUE COMPARISON BY QUARTER																			
ANNUAL TOTALS	2015	2016 YTD	Difference	% Change	FIRST QUARTER		SECOND QUARTER		THIRD QUARTER		FOURTH QUARTER													
					2015	2016	2015	2016	2015	2016	2015	2016												
<i>Meters</i>	\$110,599	\$90,510	(20,089.00)	-18.2%	\$23,612	\$25,615	\$29,437	\$23,416	\$30,628	\$33,178	\$26,922	\$8,301												
<i>Stall Rentals</i>	\$125,504	\$103,291	(22,213.00)	-17.7%	\$69,377	\$38,945	\$17,150	\$31,878	\$17,969	\$27,876	\$21,008	\$4,592												
TOTAL REVENUE	\$236,103	\$193,801	(42,302.00)	-17.9%	\$92,989	\$64,560	\$46,587	\$55,294	\$48,597	\$61,054	\$47,930	\$12,893												

Prepared by Shoreline Metro for the Transit Commission.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 2.2 Approval of Shoreline Metro Plans & Program Documents

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 11/17/16

MEETING DATE: 11/22/16

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro maintains many plans and programs as a requirement of receiving federal (FTA) funds to operate public transit services. In preparation for Shoreline Metro’s next triennial review scheduled for some time in 2017, several plans and programs have been updated and are presented today for consideration and approval. These plans are maintained and implemented by the Director of Transit & Parking.

STAFF COMMENTS:

The Director of Transit & Parking presents the following plans and programs for consideration, review and approval. All policies, procedures and best practices are in accordance with federal regulations and any other statutes. The Director serves as the oversight for these programs and plans and assures compliancy of policies on behalf of the Transit Commission.

- A) Equal Employer Opportunity (EEO) Program for 2017-2020;
 - a. Inserted updated Table of Organization;
 - b. Updated Goals and Timetables;
 - c. Updated Appendices on Workforce Analysis and Employment Practices;
- B) Grants Procedure Manual;
 - a. Reviewed and updated sections based on requirements;
 - b. Added section AJ on Use of Federal Grant Dollars;
- C) Cost Allocation Plan;
 - a. Inserted updated Table of Organization;
 - b. Updated tables in Section G and H for Full Allocation models and Method of Calculation;
 - c. Updated Section I for Operating Statistics for Shoreline Metro and Metro Connection;
- D) Drug, Alcohol and Substance Abuse Policy;

- a. Formatted plan like other Shoreline Metro plans;
- b. Added Drug-Free Workplace Policy;
- c. Added Appendices for Post Accident Decision to Test and Consent/Release of Information form;
- d. An updated list of Supervisors and Other Officials Responsible for Reasonable Suspicion Testing Decisions;
- E) Procurement Policy;
 - a. Minor revisions including adding Altoona Testing to sealed bids;
- F) Cash and Asset Management Policy;
 - a. New program that documents cash handling and financial management of fare media, cash-on-hand and other financial policies;

ACTION REQUESTED:

Motion to accept the Plans and Programs as presented by the Director of Transit & Parking.

ATTACHMENTS:

- A. Equal Employer Opportunity Program for 2017-2020;
- B. Grants Procedure Manual;
- C. Cost Allocation Plan;
- D. Drug, Alcohol and Substance Abuse Policy;
- E. Procurement Policy;
- F. Cash and Asset Management Policy;



Grants & Financial Management Procedural Manual

As adopted by the Transit Commission on November 22, 2016

HISTORY:

Original Draft: October 1999

1st Update: April 2008

2nd Update: July 2011

3rd Update: June 2014

4th Update: July 2015

Latest Update: November 2016

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A. Identification of Transit Needs in the Sheboygan Area

The Sheboygan Transit Commission is the governing and policy making body for the urban mass transit bus service provided in the cities of Sheboygan and Sheboygan Falls as well as the Village of Kohler, Wisconsin. Transit needs are determined by the Commission through public hearings for fare and service changes, public input sessions, public correspondence, recommendations from the staff of the Shoreline Metro System and periodic (approximately every 5 years) transit development plans, conducted by Bay-Lake Regional Planning Commission.

Based on service standards and, or policies passed by the Commission, the Director of Shoreline Metro is expected to implement and administer the program of transit service for the Sheboygan area.

B. Development of Transit Project Descriptions, Specifications and Budgets

For the annual transit service operations, the Director of Shoreline Metro develops an annual operating budget based on the level of service determined by the Sheboygan Transit Commission. The annual transit budget delineates the hours and miles of transit service to be operated in the next calendar year. The budget provides for the funds and expenditures necessary for personnel, commodities, supplies, insurance, support services and consumable materials (such as repair parts) necessary to run the daily operations of the transit service. The initial operating budget is usually submitted to the City Finance Department in May of the year prior to implementation.

The City Administrator, the Sheboygan Transit Commission, and the Finance Committee of the Sheboygan Common Council as well as the full Common Council of the City of Sheboygan conduct reviews of the operating budget. Final local passage of the operating budget by the City Common Council does not usually take place until the week after Thanksgiving week of the year prior to budget implementation.

For capital projects, the Director of Shoreline Metro works with the Sheboygan Transit Commission to develop a 5-year capital improvements program plan. Each year in May, the Director of Shoreline Metro submits the projects recommended by the Transit Commission to the City's Capital Improvements Commission for approval and funding prioritization.

The submission by the Director of Shoreline Metro to the Capital Improvements Commission includes a description and justification for each project as well as a project budget. Transit projects characteristically have been for transit buses, maintenance shop equipment, and passenger amenities.

The Capital Improvements Commission reviews the request and prioritizes the approved

capital project requests. Those approved and prioritized projects are then forwarded to the City Finance Committee, which recommends the package of capital projects from all city departments to the City Common Council. Finalization of the annual city capital program by the Common Council does not usually take place until December of the year prior to implementation.

C. Public Input and Hearing Sessions for Service or Fare Changes

The Public Input Policy for Shoreline Metro is included in Appendix A of this manual. All fare changes and certain service changes, by policy, require a public input session to receive public comment on the proposed fare or service change prior to the final decision to implement the proposed change. Comments are received either by in person attendance at a public input session or by written comments. The comments are collected and forwarded to the Sheboygan Transit Commission prior to any final decision on the proposed fare or service change.

D. Incorporate Project into MPO Transportation Improvements Program (TIP)

The Bay-Lake Regional Planning Commission in Green Bay, Wisconsin is the designated planning agency that supports the Sheboygan Metropolitan Planning Organization (MPO). The Transportation Improvements Program (TIP) is submitted biannually (usually in the fall of the year) and amended in the alternate years and sent to the Wisconsin Department of Transportation (WisDOT) for incorporation into the State Transportation Implementation Plan (STIP).

Both the operating and transit capital projects are submitted each fall by the Director of Shoreline Metro to the Bay-Lake RPC for inclusion in the draft TIP. If changes occur to those projects, then the Director of Shoreline Metro submits modified project budgets to Bay Lake RPC for incorporation in a final or amended submission to WisDOT. Each year, usually in October, the Bay Lake RPC on behalf of the Sheboygan MPO distributes the TIP for public inspection as well as holds a public input session on the projects in the draft TIP. This hearing precedes the final submission of the TIP projects to WisDOT for inclusion in the STIP.

E. Obtain Local Authorizations to Apply for Grant

The resolution authorizing the Director of Shoreline Metro to submit, execute and administer federal transit grants is approved by the City of Sheboygan Common Council in the fall of each year prior to the calendar year of the proposed project of bus service operations. Appendix B includes the language of such a resolution.

The Sheboygan Transit Commission recommends to the Sheboygan Common Council passage of the local authorization resolution allowing the Director of Shoreline Metro to apply for federal transit grants on behalf of the City of Sheboygan. Since Sheboygan is a small urban area

with an urbanized area population between 50,000 - 200,000, it is rare to receive a direct allocation of funds for capital projects. Virtually all of the federal transit capital grants are in the form of sub-recipient grant contracts from the State of Wisconsin (Department of Transportation - WisDOT). However, all Shoreline Metro operating grants are applied to and administered by the FTA in a direct grant recipient relationship. The Governor of the State of Wisconsin or his/her designee determines the grant-funding amount, but the grant contract for transit operating assistance is a direct grant, rather than a sub-recipient grant via the state.

Therefore, the local authorization to apply for a transit grant relates to the annual grant for transit operating assistance.

F. Submission of Annual Certifications and Assurances to Federal Transit Administration

Generally, the Federal Transit Administration has required the submission of the Annual Certifications and Assurances within 90 days of their publication in the Federal Register or at the time of grant submission, whichever comes first. Due to the delay in the State of Wisconsin determination of the annual level of operating assistance funding, this due date for the certifications and assurances is usually prior to when the grant application is submitted.

The Director of Shoreline Metro meets with the City Attorney for the City of Sheboygan to review and execute the certifications and assurances for submission. The Director of Shoreline Metro signs or pins the certifications and assurances for the City of Sheboygan per the Common Council resolution authorizing him/her to apply for federal transit grants. The City Attorney for the City of Sheboygan reviews the submission and signs or pins the Affirmation of Applicant's Attorney. The Director of Shoreline Metro then places a copy of these documents in the grant file and sends the original versions of the Certifications and Assurances along with the Affirmation of Applicant's Attorney to FTA's Region 5 office in Chicago or submits a digital version in TEAM.

G. Submission of Grant Application

Once a specific amount of funding for the operating assistance grant has been determined by the State of Wisconsin and approved by FTA, the Director of Shoreline Metro submits a grant application electronically. A grant number is obtained from Region 5 of FTA. Then the grant application which includes the project description, budget, milestones, environmental findings and fleet status is submitted for review.

H. Respond to Issues Raised During the Grant Application Process

The Director of Shoreline Metro is expected to address issues that may be raised during the grant review phase. These issues may relate to Department of Labor certification, E.O. 12372 clearinghouse review letter, Title VI Civil Rights status, or unresolved triennial review issues.

These issues must be addressed to FTA's satisfaction prior to any grant award.

I. Notice of Grant Approval

FTA will notify the City of Sheboygan when the grant has been approved and ready for execution of the grant agreement. The Director of Shoreline Metro should periodically review the grant application status electronically to determine when the grant has been approved for execution.

J. Obtain Local Authorizations to Execute Grant Agreement

For direct recipient annual operating assistance grants, the approval for grant execution is incorporated in the City of Sheboygan Common Council resolution authorizing application, execution and administration of the grant by the Director of Shoreline Metro.

For sub-recipient grants, a copy of the sub-recipient grant contract from the State of Wisconsin is submitted by the Director of Shoreline Metro to the City Clerk. The City of Sheboygan Common Council refers to the Sheboygan Transit Commission for review and recommendation then refers the sub-recipient grant contract. The Transit Commission recommends executing the grant contract and the Common Council acts upon that recommendation. Depending on the wording of the resolution, the sub-recipient grant contract is signed by any or all of the following: The Mayor of Sheboygan, the City Clerk and the Director of Shoreline Metro.

K. Submission of Federal Financial Reports (FFR's)

For grant execution of direct recipient operating grants by electronic means that, "If the Federal Financial Report and Milestones Progress Report have not been entered, TEAM will not permit the Recipient to Execute."

The federal fiscal year starts in October prior to the start of the calendar year. The City of Sheboygan operates on a calendar year budget basis. Due to the delay in receiving an operating grant amount as determined by the State of Wisconsin, it is often well into the federal fiscal 3rd quarter (April - June) before Sheboygan can execute its operating assistance grant. Thus, more than one FFR may be submitted at the time of grant execution. The FFR is based off the operating project expenditures and revenues as recorded in the financial accounting system of the City of Sheboygan. The Director of Shoreline Metro prepares a FFR statement of revenues and expenses. These FFR's are placed in the grant file for future inspection and review. The electronic submission of the FFR is the exact same data as the paper form placed in the grant file. This report is required to be submitted on an annual basis unless otherwise required on a more frequent basis and may not be submitted later than 30 days after the end of the Federal fiscal year (October 31st).

L. Update Milestones Progress Report

Also prior to grant execution, the TEAM user manual requires an updated milestones progress report. For an operating assistance grant there is only one scope (30000 - Operating Assistance) and one milestone (Final expenditure). A revision to the estimated completion date may need to be entered. This date is not based on the end of the project's service (December 31), but the date when the grant funds are totally drawn-down. The milestones progress report needs to be updated through grant closeout. The Director of Shoreline Metro submits this report. This report is required to be submitted on an annual basis unless otherwise required on a more frequent basis and may not be submitted later than 30 days after the end of the Federal fiscal year (October 31st).

M. Sign and Execute Grant Agreement

With the grant approved by FTA and the FFR and milestones progress report electronically submitted, the grant is ready for execution. The Director of Shoreline Metro reviews the grant application for accuracy. Signing the grant agreement means that the City of Sheboygan will carry out the project as described in the application and will abide by the certifications and assurances associated with the grant. The Director of Shoreline Metro will then apply his/her personal identification number (PIN) as assigned by FTA and then electronically submit the same for grant execution. The grant award document should be viewed and printed with the printout kept in the grant file.

N. Submit Semi-Annual Disadvantaged Business Enterprise (DBE) Reports

With the amount and percentage of the federal participation certain upon grant execution, the procurements need to be reviewed for the submission of the semi-annual DBE reports. These reports, compiled by the Director of Shoreline Metro, include the level and amount of participation by DBE's in contracting opportunities from Shoreline Metro. In July of each year, DBE goals are calculated and submitted for review to FTA for the next grant cycle year as required. Shoreline Metro currently does not meet the DBE reporting requirements.

O. Make ECHO Payment Requests Based on FFR Amounts

Requests and withdrawals for federal cash must only be in amounts and at times as needed to make payments that are immediately due and payable. Based on the federal financial report (FFR) which is calculated from the accounting system information, an electronic drawdown request through the Electronic Clearing House Operation (ECHO) is submitted. The Director of Shoreline Metro calculates the drawdown amount based on the most current FFR and any prior drawdowns against the grant. An ECHO-web payment request is created along with a copy of the local authorization form, which are placed in the grant file. The ECHO payment request is made via computer and modem and the transaction number is recorded for

placement in the grant file.

P. Submit Budget Revisions or Grant Amendments, as Required

For direct recipient grants for transit operating assistance, changes in bus service not anticipated in the original grant application may necessitate a budget revision and grant amendment. Such changes should be discussed with the grant representative at FTA's Region 5 Office in Chicago and the section chief of the transit section at WisDOT to determine the availability of additional funds for the amendment. With the concurrence of FTA and WisDOT, the Director of Shoreline Metro would then enter an amendment into the TEAM electronic grant management system.

Q. Provide Continuous Administration and Management Direction of All Project Operations

The Director of Shoreline Metro is ultimately responsible for transit service operations at Shoreline Metro. An A.M. Operations Supervisor and a P.M. Operations Supervisor manage the day-to-day provision of fixed route and paratransit services. Additionally, the A.M. Operations Supervisor is the program oversight for Shoreline Metro's Substance Abuse Policy and the P.M. Operations Supervisor is the oversight for Safety and Security for Shoreline Metro. A Lead Mechanic supervises the bus garage and facilities management.

The Director of Shoreline Metro along with the City's Procurement Agent (and with the assistance of the Lead Mechanic) shall be the lead oversights for Shoreline Metro procurements and project reimbursements.

R. Provide Adequate Technical Inspections and Supervision of All Work in Progress

For rolling stock (transit bus) projects, pre-award and post delivery audits must be conducted to assure compliance with Buy America requirements, the contract specifications for the project and Federal Motor Vehicle Safety Standards. If the order for buses exceeds 10, then in-plant inspection of the manufacture of the buses is required.

For construction projects, transit staff or procured engineers, architects or inspectors who are separate from the construction contractor will inspect the technical progress of the work. All work will adhere to contract specifications for materials, methods, dimensions, fit, finish and quality. A final inspection "punch list" will be developed and used to assure adherence to project technical requirements as well as identify and correct items initially not complete.

For materials and supplies, all items acquired will be inspected for conformity to the initial order with respect to model or part number, quantity, functionality, damage and billed price.

For service contracts, the vendor/contractor will be periodically monitored to assure that they are meeting timetables, deadlines, performance criteria and other contractual requirements.

S. Assure Conformity to Grant Agreements, Statutes, Codes, Ordinances and Safety Standards

The Director of Shoreline Metro as well as the City Purchasing Agent will review proposed contracts to assure conformity to grant agreements as well as applicable statutes, codes, ordinances and safety standards. For grant requirements, the Director of Shoreline Metro will rely on the grant master agreement, certifications and assurances by the grantee, FTA's circulars, applicable Federal regulations and FTA's Best Practices Procurement Manual to provide guidance in determining conformity to grant agreements. The City Purchasing Agent will review applicable statutes, codes, ordinances and safety standards to determine conformity to requirements.

T. Maintain Project Work Schedule, Monitor Grant Activities and Achieve Performance Goals

The Director of Shoreline Metro or the Lead Mechanic will communicate with contractors on the need to work within the project work schedule. The Director of Shoreline Metro will monitor grant activity and make draw-down requests in accordance with contract payments clauses as well as grant requirements. The Director of Shoreline Metro or the Lead Mechanic will monitor performance goals. Performance will be monitored frequently on a project to allow for timely intervention in order to improve performance and achieve goal attainment.

U. Keep Expenditures Within the Latest Approved Budget

The Director of Shoreline Metro will review all bills prior to authorizing payment. No bill or invoice will be approved for amounts over contracted price or for work that has failed to meet inspection. Approved expenses of a project will be frequently (at least monthly) reviewed to determine that costs stay within an overall project budget.

The Director of Shoreline Metro, under the guidance and cooperation with the City's Finance Department, will review, update and investigate all expenditures and variances on a monthly basis. Variances of more than 10% must be identified and documented accordingly. The Finance Department requires budget status reports to be reviewed with added variance documentation and possible correction action or notes to be returned to Finance no later than five (5) business days from date of receipt.

V. Review All Third Party Contracts

The Director of Shoreline Metro with assistance from the City Purchasing Agent and the Lead

Mechanic will review all third party procurement contracts to assure that federal, state and local requirements have been incorporated into each of those contracts. The Shoreline Metro System Procurement Policies and Procedures, FTA circular 4220.1D and the FTA's Best Practices Procurement Manual will be used as resources in determining federal requirements for third party procurement contracts.

W. Assure Compliance to FTA Requirements to All Under Contract or Inter-Agency Agreement

The Shoreline Metro Procurement Procedures and Policy Manual is updated regularly to comply with FTA, WisDOT, and City of Sheboygan Procurement Policies. FTA requirements related to 3rd Party Contracts and Inter-Agency Agreements is included in the Shoreline Metro Procurement Manual. Shoreline Metro staff follows guidance delineated in that manual.

X. Account for Project Property, Maintain Property Inventory and Prepare Biannual Inventories

Appendix D contains the current version of the Shoreline Metro inventory procedures.

Y. Update Excess Property Utilization Plan

As the status of the one parcel of excess property changes, the Director of Shoreline Metro will update the Excess Real Property Utilization Plan for Shoreline Metro, see Appendix E.

Z. Dispose of Property in Accordance with Property Disposal Procedures

The Shoreline Metro System Procurement Policies and Procedures describe the provisions for the disposal of property. A copy of that section is incorporated into Appendix F.

AA. Control Sales and Insurance Proceeds

The Director of Shoreline Metro will supervise the sale of property that is no longer required for Shoreline Metro's needs or is no longer needed to fulfill Shoreline Metro's responsibilities under FTA assisted grants. Prior to sale, concurrence will be sought, in writing, from FTA for the sale of FTA funded assets. Those sale proceeds in excess of \$5,000 will either require refunding the federal interest to FTA or, by prior approval, applied to a like-kind replacement in another federally funded project.

All insurance proceeds for property or casualty losses arising from a project will be credited to the project to control unanticipated projects costs due to the loss.

AB. Prepare for Possible FTA On-site Inspections, Reviews and Audits

The Director of Shoreline Metro will retain all projects and grant documentation files for review by FTA and the USDOT. The Director of Shoreline Metro is the designated official to respond to inquiries by the federal government on all Shoreline Metro federal projects and grants.

AC. Submit Final Reports

At the conclusion of project activities, the Director of Shoreline Metro will submit a final quarterly milestones progress report closing out a project. Copies of all final inspections will be kept in project files for later reviews or audits.

AD. Grant Close Out

When all projects in a grant have been completed, the Director of Shoreline Metro will initiate grant close out proceedings. The grant will be reviewed to determine that all drawdowns necessary to meet approved project expenses have been made. With all payments made, the Director of Shoreline Metro will electronically close out the grant. Milestones progress reporting will indicate that all projects as well as the grant are completed and closed.

AE. Single Annual Audit

The Deputy Finance Director / Treasurer for the City of Sheboygan will arrange for the annual city audit which includes the single annual audit as required in OMB Circular A-128 for Shoreline Metro. Copies of this audit will be sent to FTA Region V and the USDOT single audit coordinator.

AF. Maintain Grant Records for Subsequent Review

Grant files and project records will be kept for at least of minimum of 3 years. Equipment records will be kept for three (3) years after the date of an item's disposition. The Director of Shoreline Metro is the keeper of Shoreline Metro's records.

AG. Cost-effectiveness Evaluation for Capital Leases

FTA Circular 4220.1E requires a lease versus purchase analysis to determine the most economical approach to any given procurement. It is usually less economical to lease equipment than to purchase it. However, there are some instances where this is not true. It may be advisable to lease equipment that undergoes rapid technological change such as personal computers and other IT related equipment. But, long term leases and leases for items that should be purchased and capitalized but cannot be because of budget constrains are not

economically prudent. If a decision is made to lease equipment, the Director of Shoreline Metro or other designee should complete a lease vs. purchase analysis. The analysis should be appropriate to the size and complexity of the procurement. In determining whether the lease of equipment is feasible, the following factors must be considered: Estimated length of the period the equipment is required and the amount of time of actual equipment usage; Technological obsolescence of the equipment; Financial and operating advantages of alternative types and makes of equipment; Total rental cost for the estimated period of use; Net purchase price, if acquired by purchase; Transportation and installation costs; Maintenance, storage and other service costs; Trade-in or salvage value; Imputed interest costs; and Availability of a servicing facility especially for highly complex equipment (can the Agency service the equipment if it is purchased). Since a lease is considered a Third Party Contract, The Director of Transit and Parking or designee will provide oversight as delineated in FTA Circular 4220.1E.

AH. Drug & Alcohol Provider Audits & Procurement of Provider

The DAPM (Drug & Alcohol Program Manager) is responsible for the oversight of Shoreline Metro's Drug & Alcohol program. The DAPM will review and monitor the progress of the program as well as the compliancy by the third-party provider through annual audits conducted by either Shoreline Metro Administrative staff or by FTA. These audits will be documented and maintained by the DAPM.

The DAPM will ensure compliance with the program and meet the required testing rates currently set at 10% for alcohol testing and 25% for drug testing. The DAPM will also lead in the training of staff both new hires and periodic retraining.

The DAPM will lead in the procurement of provider(s) as necessary to meet the FTA regulations and guidelines of a proper Substance Abuse Policy including Drug & Alcohol. Procurements will be conducted with oversight from the Director of Transit & Parking and/or by the City's Purchasing Agent. Please see Shoreline Metro's Procurement Manual for details on procurement policies.

AI. Conducting Physical Inventory of Federal Assets

Shoreline Metro will conduct a physical inventory of all FTA funded equipment, including equipment operated by contractors, lessees, and subrecipients on a biennial basis (every two years). The Director of Transit & Parking or his designee shall update the "Property Records of Equipment" during such inventory. Inventory that is no longer in use shall be properly disposed of according to FTA policy and documented. New FTA funded equipment shall be added to the inventory and properly identified with an FTA asset number.

AJ. Use of Federal Grant Dollars

Shoreline Metro applies federal grant funding in accordance to the specifications and requirements of each specific grant. Shoreline Metro agrees to follow all federal regulations when accepting and dispersing federal dollars to applicable projects.

- For 5307 Mass Transit Operating assistance, Shoreline Metro applies these grant dollars to wages and benefits associated with employees of Shoreline Metro including represented employees of the labor union, ATU Local 998. Benefits include paid time off (PTO), insurance, retirement and FICA/Medicare payments. Shoreline Metro incurs more expenses associated with wages and benefits than it receives annually in operating assistance aid. Shoreline Metro typically receives 25-30% of its operating assistance aid from federal 5307. The balance of aid is received from state mass transit aids.
- For capital purchases through such programs as 5339 and 5310, Shoreline Metro follows its Procurement Policy in accordance with FTA requirements. (Please see Shoreline Metro's Procurement Policy for more information.)
- For capital purchases through non-FTA specific programs such as CMAQ (Congestion Mitigation Air Quality), Shoreline Metro follows its Procurement Policy in accordance with FTA requirements. Shoreline Metro also works with FTA to request transfer of funds to FTA for use and oversight.

Appendix A: Shoreline Metro Public Comment Policy

SHORELINE METRO PUBLIC COMMENT POLICY FOR FARE AND SERVICE CHANGES

The Shoreline Metro will specifically seek public comment on fare and service changes under any of the following circumstances:

- a. Any change to the full adult fare,
- b. any change to the ADA paratransit fare,
- c. any decrease in service in which 10% or more of the total system services is considered for elimination

When circumstances dictate the solicitation of public comment, then open public meetings and public hearings will be held. The open public meetings may take the form of monthly regular or monthly special Sheboygan Parking and Transit Utility Commission (PTUC) meetings. Citizens attending these public meetings where fare or service is considered will be afforded an opportunity to speak to the Commission. Letters written or referred to the PTUC with respect to fare or service changes will also be considered at the public meetings.

Additionally, when the Commission proposes to increase the fares or decrease service per any of the above circumstances, at least one public hearing will be held prior to the City of Sheboygan Common Council meeting that adopts the budget incorporating the subject fare or service changes.

The Public Hearing will meet the following criteria:

- a. Published public notice will be given as to the date, time, location and purpose of the public hearing;
- b. the notice will allow for mailed written public comment in lieu of attendance at the hearing;
- c. the public notice will be printed at least 10 calendar days prior to the hearing;
- d. the public hearing will be held in a location accessible to persons with mobility disabilities;
- e. a record of the proceedings will be made. Transcripts of the proceedings may be obtained at the expense of those requesting such a transcript;
- f. comments from the public will be taken up to the closing time of the public hearing. The hearing shall have a duration of no less than one hour for the collection of public comment, and no individual will take more than five minutes to present a view point, and, or the moderator of the public hearing reserves the right to limit comments to five minutes or less;
- h. for the sake of the record, persons submitting comments at the hearing will be asked to provide their name and address
- i. Shoreline Metro officials may make a presentation concerning a fare increase or service reduction;
- j. either the Director of Shoreline Metro, the Chairman of the PTUC or a Commissioner of the PTUC will hold, chair, and moderate the public hearing proceedings.

After the Public Hearing, the Director of Shoreline Metro will present a summary of the proceedings to the Commission. The Director may also submit a summary communication to the City of Sheboygan Common Council with regard to the public comments from the hearing. These summaries will be communicated prior to the city of Sheboygan Common Council meeting that

adopts the budget incorporating the subject fare or service changes.
Adopted: October 8, 1992

Updated: August 19, 2008

Appendix B: Authorizing Resolution to Apply, Execute and Manage Grants

**Resolution Authorizing Application and Administration of
██████ Federal Transit Grants**

A RESOLUTION authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year ██████, under former Section 9 (USC 5307) and Section 3 (USC 5309) of the Federal Transit Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects, and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program, and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Federal Transit Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder, and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services,

NOW, THEREFORE, BE IT RESOLVED: That the Director of Shoreline Metro is authorized to execute and file an application on behalf of the City of Sheboygan with the United States Department of Transportation to aid in financing of capital and operating assistance projects for calendar year ██████, pursuant to former Section 9 (USC 5307) and Section 3 (USC 5309) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Shoreline Metro of the City of Sheboygan is authorized to execute the contract pertaining to the City of Sheboygan's application for ██████ operating and capital assistance

grants under former Section 9 (USC 5307) and Section 3 (USC 5309) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Shoreline Metro is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

BE IT FURTHER RESOLVED: That the Director of Shoreline Metro is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects.

BE IT FURTHER RESOLVED: That the Director of Shoreline Metro Utility is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation for aid in the financing of the capital and operating assistance program of projects.

Appendix C:

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Appendix D: Shoreline Metro Inventory Procedures

INVENTORY PROCEDURES FOR FEDERALLY FUNDED EQUIPMENT

(10/99)

1. Background

- a. FTA Circular FTA C 2010.1C in Section II 3 e (3) requires that a physical inventory of equipment must be taken and the results reconciled with equipment records at least once every two years. Any differences must be investigated to determine the cause of the difference.
- b. Equipment inventory is defined as a physical inventory of property taken and results reconciled with the property records.
- c. Equipment is defined as all tangible, nonexpendable, personal property that has a useful life of more than one year and an acquisition cost that exceeds \$5,000 per unit. It includes rolling stock and all other such property used in the provision of public transit service. A grantee may use its own definition of equipment provided that such definition would at least include all equipment.

2. Inventory

- a. At least every two years on the odd-numbered year (1999, 2001, 2003, etc.) the Maintenance Section will conduct a direct, hands-on location, identification and evaluation of all equipment on the Federal Inventory Listing report maintained by Shoreline Metro.
- b. Each listed item will be checked for the following:
 - i. City or Shoreline Metro/Federal identification number,
 - ii. Status of use (daily, limited, etc.)
 - iii. Condition of equipment,
 - iv. Location of equipment
 - v. Description on list accurately describes item.
 - vi. Verification of acquisition date
 - vii. Verification of acquisition cost
 - viii. Grant number
 - ix. Federal percentage
 - x. Disposition action/status
 - xi. Vested title
- c. Retention of Inventory Notations on Inventory Listing
 - i. Each item inventoried should be noted as checked,
 - ii. Notations should be made on printout for II B. items
 - iii. Printout should be kept in a file marked "Inventory"

3. Reconciliation

- a. Location of Items Not Identified from Physical Inventory

- i. Conduct investigation to determine status of item,
 - 1. Item disposed, but not recorded on listing,
 - 2. Item in use at time of inventory check,
 - 3. Item sent out for service/repair,
 - 4. Item missing and presumed lost or stolen
 - ii. Update status on Inventory Listing printout
 - iii. Date the working copy of the Inventory Listing
 - iv. Keep working copy of listing in file "Inventory"
 - b. Addition of Items Found, But Not on Inventory Listing,
 - i. Conduct investigation to determine status of item
 - 1. Item acquired, but not recorded on listing,
 - 2. Check for property I.D. number, add if needed
 - 3. Add required info for working printout.
 - ii. Update status on Inventory Listing printout
 - iii. Date the working copy of the Inventory Listing
 - iv. Keep working copy of listing in file "Inventory"
- 4. Updated Federal Property Inventory Listing
 - a. Update Property Listing from Reconciled Inventory
 - b. Make sure Updated Listing has proper date,
 - c. Verify entries on Update with Reconciled Inventory
 - d. Keep Updated Federal Property List in file "Inventory"

Appendix E: Excess Real Property Utilization Plan

EXCESS REAL PROPERTY UTILIZATION PLAN SHORELINE METRO CITY OF SHEBOYGAN, WISCONSIN

The only excess real property in the inventory of Shoreline Metro is a 32,300 square foot tract of undeveloped land on the southwest corner of the Transit Maintenance and Administrative Facility, 608 S. Commerce Street. This excess property was acquired as part of the 160,000 square foot site of a furniture factory that previously occupied this location.

The original 1974 acquisition cost for the 160,000 square feet of land was \$34,000 which translates to \$0.2125 per square foot. By this calculation, the 32,300 square foot excess parcel had an original cost of \$6,863.75. This land was acquired with FTA 80% matching funds which makes FTA's original share in the excess parcel amount to \$5,491. A recent land sale two blocks away went for \$1.00 per square foot. At that rate the current fair market value of the excess parcel would be \$34,000 with \$27,200 as the 80% federal share. The land was originally acquired with funds from Grant #WI-03-0013.

The excess undeveloped land in question is being retained for future expansion of the transit maintenance and administrative facility. In the interim, this land has been used in the winter months, November-April, for holding snow plowed off parking lots. The Parking Utility pays the Transit Commission an annual fee for the use of some office space as well as the use of excess land for plowing.

Appendix F: Property Disposal Procedures

PROCEDURES FOR DISPOSITION OF SHORELINE METRO ASSETS

The City Purchasing Agent shall carry out his/her duties in accordance with Section 2-337 through 2-338 of the Sheboygan Code. When and where real property, equipment and/or supplies were acquired with Federal Transit Administration funds, the disposal requirements in FTA Circular C5010.1C will also control: Specifically:

Real property disposal: If it is determined by the City that real property is no longer needed, FTA may approve use of the property for other purposes. This may include use in other Federal grant programs or in non-Federal programs that have consistent purposes with those authorized for support by FTA.

In those situations where the City is disposing of real property acquired with grant funds and acquiring replacement real property under the same FTA program, FTA may permit the net proceeds from the disposition to be used as an offset to the cost of the replacement property.

When real property is no longer needed for the originally authorized purpose, the City will request disposition instructions from FTA. The following are the allowable alternative disposition methods:

- a. Sell and Reimburse FTA. Competitively market and sell the property and pay FTA its share of the fair market value of the property. This is the percentage of FTA participation in the original grant times the best obtainable price, net of reasonable sales costs.
- b. Offset. Sell the property and apply the net proceeds from the sale to the cost of replacement property under the same program. Return any excess proceeds to FTA. [Common Rule CFR49 part 18.31]
- c. Sell and Use Proceeds for Other Capital Projects. Sell property and use the proceeds to reduce the gross project cost of another FTA eligible capital transit project. [53 U.S.C. 5334 (g) (4)]. The City is expected to record the receipt of the proceeds in the City's accounting system, showing that the funds are restricted for use in a subsequent capital project, and reduce the liability as the proceeds are applied to one or more FTA approved capital projects. The subsequent capital grant application should contain information showing FTA that the gross project cost has been reduced with proceeds from the earlier transaction.
- d. Sell and Keep Proceeds in Open Project. If the grant is still open, the City may sell excess property and apply the proceeds to the original cost of the total real property purchased for that project.
- e. Transfer to Public Agency for Non-Transit Use. Follow the procedures for publication in Federal Register to transfer property (land or equipment) to public agency with no repayment to FTA. This is a competitive process and there is no guarantee that a

particular public agency will be awarded the excess property [53 U.S.C., 5334 (g) (1)]

- f. Transfer to Other Project. In transferring property to another FTA eligible project, the Federal interest continues.
- g. Retain Title with Buyout. Compensate FTA by computing percentage of FTA participation in the original cost. Multiply the current fair market value of the property by this percentage. The City must document the basis for value determination; typically this is an appraisal or market survey. Sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return or at least payment of appraised fair market value.
- h. Joint Development. A transfer meeting the three tests for joint development is not a disposition and the proceeds are deemed program income. [See Joint Development Appendix at end of FTA Circular FTA C 5010.1C for more detailed information. Also see FTA Circular C 9300.1A, Capital Program: Grant Application Instructions, Appendix B]

Equipment and supplies disposal: When equipment or supplies acquired under an FTA grant are no longer needed for FTA supported projects or programs, they may be retained by the City or disposed of. Disposition should follow competitive sales procedures to ensure the highest possible return. Competitive procedures may include, but are not limited to, request for competitive sealed bids or public auction. Advertisement of sale will be made in the local newspaper, statewide newspaper, national trade magazines or publications as deemed necessary by the Director of Shoreline Metro. Sale will be to the highest bidder, however, Shoreline Metro will reserve the right to reject any or all bids which it feels are not competitive. The City is required to request prior FTA disposition instructions only as specified below:

- A. Disposition Before End of Service Life: Any disposition of rolling stock before the end of its service life requires prior FTA approval. FTA is reimbursed its share of the proceeds from disposition. If revenue rolling stock is being removed from service before the end of its useful life, the return to FTA is greater of the FTA share of the unamortized value of the remaining service life per unit, based on straight line depreciation of the original purchase price, or the Federal share of the sales price (even through the unamortized value is \$5,000 or less).
- B. Retain and Use Elsewhere. When original or replacement equipment is no longer needed for the original project or program, it may be used by the City for other projects or programs. FTA prior approval of this alternative is required. FTA retains its interest.
- C. Value Over \$5,000: After the service life of equipment is reached, equipment with a current market value exceeding \$5,000 per unit, or unused supplies with a total aggregate fair market value of more than \$5,000, may be retained or sold, with reimbursement to FTA of an amount calculated by multiplying the total aggregate fair market value at the time of disposition, or the net sale proceeds, by the percentage of

FTA's participation in the original grant. The City's transmittal letter should state whether the equipment will be retained or sold.

- D. Less than \$5,000 value: Equipment with a unit market value of \$5,000 or less, may be retained, sold or otherwise disposed of with no obligation to reimburse FTA, providing useful service life requirements have been met. Records of this action must be retained.
- E. Like-Kind Trade-In or Offset Exchange: With prior FTA approval, the City may elect to use the trade-in value or the sales proceeds to offset the cost of the replacement bus or rail transit vehicle to acquire a replacement vehicle, applying 100 percent of the net proceeds to acquisition of the replacement vehicle/s. (See 49 CFR, Part 18.32; and Federal Register pp. 39328/39329, dated August 28, 1992.) Remaining cost differences, proceeds, if any, are returned to FTA minus a deduction for prorated local share funding.
- F. Transfer to Public Agency for Non-Transit Use. With prior FTA approval, the City may follow procedures for publication in the Federal Register to transfer property (including land or equipment) to a public agency with no repayment to FTA. These procedures are available from the appropriate FTA regional office. [53 U.S.C. 5334 (g) (1)].
- G. Sell and Use Proceeds for Other Capital Projects: With prior FTA approval, the City may sell equipment or supplies and use the proceeds to reduce the gross project cost of other FTA eligible capital transit projects. [53 U.S.C., 5334 (g) (4)]. The City is expected to record the receipt of the proceeds in the City's accounting system, showing that the funds are restricted for use in a subsequent capital project, and reduce the liability as the proceeds are applied to one or more FTA approved, capital projects. The subsequent capital grant application should contain information showing FTA that the gross project cost has been reduced with proceeds from the earlier transaction.
- H. Unused Supplies: Disposition of unused supplies before the end of the industry standard life expectancy is determined in total aggregate fair market value and if found to exceed \$5,000, the City shall compensate FTA for its share; or transfer the sales proceeds to reduce gross project cost of other capital project/s. [49 U.S.C. 5334 (g) (4)].

Sales proceeds: Procedures for disposition of proceeds from the sales of FTA funded assets are set forth below. These apply to all planning and capital grants except for previously approved grants that contain terms and conditions to the contrary.

Sales proceeds is the net proceeds generated by the disposition of excess real property or equipment which was purchased in part with FTA grant funds.

When Shoreline Metro disposes of equipment with a unit value of more than \$5,000 at the time of disposition, or supplies with an aggregate residual value of more than \$5,000, the City must remit to FTA the Federal portion of the appraised fair market value or net sale proceeds. The Federal portion that applies is that of the grant under which the property was originally acquired. This provision applies to both real property and equipment that are declared excess, regardless of whether it was disposed of by sale, conversion by the City to non-transit use, or

disposal as a result of casualty loss. It does not apply to proceeds from sale or lease of air rights or from other incidental uses of project property, which are treated as program income.

Sales proceeds refunded to FTA must be paid in the form of a check or, if over \$10,000 may be transferred to FTA by the electronic funds transfer system. Payment to resolve an audit finding may not be accomplished by an offset against the amount of a requisition or the amount drawn under a letter of credit. The check should be accompanied by a memorandum explaining the purpose of the check and identifying the project number under which the sales proceeds are being refunded. Mail payments to the FTA lockbox facility at:

U.S. Department of Transportation
Federal Transit Administration
P.O. Box 360324M
Pittsburgh, PA 15251-6324

If sale proceeds are \$10,000 or more, the amount should be wired to FTA using Treasury's New York City Federal Reserve Bank for deposit to FTA Agency Location Code (ALC) 69080001, ABA #021030004.

Certain proceeds from the sale or other disposition of assets will be retained by the City. These include the local share of proceeds from the sale of assets that were funded with Federal assistance, all proceeds from the sale of assets not funded with Federal assistance, and all proceeds from the sale of air and subsurface rights generated through incidental use of project real property. Proceeds from the sale of locally financed assets that were replaced under a Federal grant must be retained for mass transit purposes.



Policies & Procedures for FTA Related Procurements

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Policies & Procedures for FTA Related Procurement

This document has been prepared in accordance with the Federal Transit Administration's (FTA) procurement policies. Please reference the FTA's Master Agreement for changes, assistance, and clarification. The Master Agreement contains standard terms and conditions governing the administration of a project supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Recipient, or supported through a loan, loan guarantee, or line of credit provided by FTA. Also, please refer to The FTA's Best Practices Procurement Manual for procurement assistance, contract clauses and provisions.

Procurement Team

Shoreline Metro's procurement team consists of the Director of Transit & Parking and the City of Sheboygan's Purchasing Agent with additional assistance provided by Shoreline Metro's Lead Mechanic. Where applicable, FTA and/or State DOT oversight may be requested or required. Both individuals are employees of the City of Sheboygan, the direct recipient of FTA funds. The City of Sheboygan will ensure full and open competition in all procurement transactions.

Derek Muench
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Purchasing Agent
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Sheboygan, WI 53081
(920) 459-3469

Written Record of Procurement History

The Purchasing Agent shall maintain records detailing the history of all FTA associated procurements. These records shall be placed in the master file and include:

- The rationale for the method of procurement (See - Decision Matrix);
- Selection of contract type;
- Reasons for contractor selection or rejection; and
- The basis for the contract price.

Procurement Documentation Files

Where appropriate, the file contains:

- Purchase request, acquisition planning information, and other pre-solicitation documents
- Evidence of availability of funds
- Rationale for the method of procurement (negotiations, formal advertising)
- List of sources solicited
- Independent cost estimate
- Description of work/scope of services
- Copies of published notices of proposed contract action
- Copy of the solicitation, all addenda, and all amendments
- Liquidated damages determination
- An abstract of each offer or quote
- Contractor's contingent fee representation and other certifications and representations
- Source selection documentation if applicable
- Contracting Officer's determination of contractor responsiveness and responsibility
- Cost or pricing data

- Determination that price is fair and reasonable including an analysis of the cost and price data, required internal approvals for award
- Purchase Requisition indicating availability of funding
- Notice of award
- Notice to unsuccessful bidders or offerors and record of any debriefing,
- Record of any protest
- Bid, Performance, Payment, or other bond documents, and notices to sureties
- Required insurance documents, and
- Notice to proceed

Contract Administration File

Where appropriate, the file contains:

- Purchasing Department Tracking Sheet
- Executed contract and notice of award
- Bond-related documents
- Insurance documentation
- Post-award correspondence
- Notice to proceed
- Approvals or disapprovals of waivers and deviations
- Evaluation of contractor performance
- Modifications and changes in the terms or conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analysis of any price increases or decreases.

In order to ensure a sound and complete agreement, the Purchasing Agent will ensure the *Contract/Purchase Order File Index* is accurate, complete, and included in the master file. (Attachment 1.)

Awards to Responsible Contractors

The City shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The Federal debarred and suspended list will also be checked when using FTA funding. The City will conduct a System Award Management (SAM) check prior to awarding any contract especially those using FTA funding.

A *Responsibility Determination Form* will be completed prior to the issuance of an award. (Attachment 2.)

Methods of Solicitation and Selection

The methods of solicitation and selection allowed within the Federal contractual sphere are listed in § 9 of FTA Circular 4420.1E. Types of chooses are:

- micro purchases only for contract amounts less than \$3,000;
- small purchase procedures only for contract amounts less than the simplified acquisition threshold (currently \$100,000);
- sealed bids where
 - you have a complete, adequate, and realistic specification or purchase description
 - two or more responsible bidders are willing and able to compete

- ° the procurement lends itself to a firm fixed price contract and the selection can be made primarily on the basis of price
- ° no discussion with bidders is needed after receipt of offers;
- competitive proposals; or
- noncompetitive proposals (sole source) procurement only if you can justify not soliciting additional competition in the manner explicitly defined in FTA Circular 4420.1E §9f.
- best value for contracts which indicate that the best value or the proposal which offers the greatest business value based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposals represents the “best value” to the City’s procurement.

Shoreline Metro must submit the attached *Method of Procurement Decision Matrix Form* to the Purchasing Agent to begin new procurement actions. The Decision Matrix will be placed in the master file (Attachment 3). See Section Best Practices Procurement Manual § 1.3.2, "Federal Contractual Sphere."

Micro-Purchases

Procurement by micro-purchases is those purchases under \$3,000. Purchases below that threshold may be made without obtaining competitive quotations if the grantee determines that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers, and no splitting of procurements to avoid competition. The Davis-Bacon Act applies to construction contracts over \$2,000.

Minimum documentation required: A determination that the price is fair and reasonable and how this determination was derived must be submitted to the Purchasing Agent prior to the issuance of an award. This determination shall be placed in the master file. Please use the *Price and Cost Analysis Form* (Attachment 7).

Small Purchases

Small purchase procedures are to be used if the services, supplies, or other property cost between \$3,000 and \$100,000. If small purchase procedures are used, price or rate quotations shall be obtained from at least three qualified sources and submitted to the Purchasing Agent prior to the issuance of an award. These price or rate quotations shall be placed in the master file. Please use the *Price / Rate Quotation Form* (Attachment 13).

Sealed Bids/Invitation for Bid (IFB)

Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

Note: Sealed bids are evaluated by Shoreline Metro for compliance with bid specifications, responsible and responsive bidders, verification of pricing, fund availability, etc. Shoreline Metro transmits an award recommendation to the Purchasing Department, which conditionally awards a contract.

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business;
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- d. No discussion with bidders is needed.

- (1) If this procurement method is used, the following requirements apply:
 - a. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
 - b. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
 - c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - d. The *Bid Summary Sheet*, *Bid Checklist*, and *Bid Cost Factors Forms* (Attachments 11, 4 & 5) will be completed by Shoreline Metro and forwarded to the Purchasing Agent for review - to be placed in the master file;
 - e. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest;
- (2) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (3) The Purchasing Agent may reject any or all bids, or Shoreline Metro requesting the procurement action, if there is a sound documented business reason. The Purchasing Agent or procuring department rejecting lower bids than the bid being accepted for award must provide a detailed written Determination of Findings outlining the reasons for rejection to the Purchasing Agent for inclusion in the master file.
- (4) The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (1) above apply.

In determining which proposals is most advantageous, grantees may award (if consistent with State law) to the proposer whose proposals offer the greatest business value to the Agency based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the “best value” to the Procuring Agency as defined in Section 6, Definitions. If the grantee elects to use the best value selection method as the basis for award, however, the solicitation must contain language which establishes that an award will be made on a “best value” basis.

Competitive Proposal/Request for Proposals (RFP)

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids (i.e. when descriptions of experience, education, expertise, availability of services, etc, are necessary for evaluation). If this procurement method is used the following requirements apply:

- (1) Requests for proposals will be publicized.
- (2) All evaluation factors will be identified and included along with their relative importance in the RFP. If scores are based on a uniform scale (i.e. 1-10, or 1-100), it is best to define in advance levels of compliance, skills, or proximity to the ideal that each step of the scale represents. (i.e. a bachelor’s degree is worth 25 points, a master’s degree is worth 50 points, and a doctorate is worth 100 points)
- (3) Proposals will be solicited from an adequate number of qualified sources.
- (4) Departments must have a written method in place for conducting technical evaluations of the proposals received and for selecting awardees. This documentation must be submitted to the Purchasing Agent for approval and inclusion in the master file.

(5) Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered. Other factors may include labor rates, specifications, labor hours, and delivery schedule. Documentation of the award justification should clearly identify key determination factors. Please use the Award Justification Form (Attachment 12)

Architectural and Engineering Services (A&E)

Shoreline Metro will use competitive proposal procedures based on the Brooks Act, paragraph 9-5e, when contracting for A&E services as defined in 40 U.S.C. §541 and 40 U.S.C. §5325(d).. The Brooks Act is federal policy relating to the selection of a firm's individuals to perform architectural, engineering, and related services. Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer.

The Brooks Act requires that:

- (1) An offeror's qualifications are evaluated;
- (2) Price must be **excluded** as an evaluation factor;
- (3) Negotiations be conducted with only the most qualified offeror; and
- (4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee. This "qualifications based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

National Intelligent Transportation Systems Architecture and Standards

When requesting services for transportation system architecture, the City must ensure all offerors/bidders agree to conform, to the extent applicable, to the Intelligent Transportation System Architecture and Standards under the FHWA final rule, and with FTA Notice, "FTA National (ITS) Architecture Policy on Transit Projects and other subsequent Federal directives that may be issued.

Noncompetitive Proposals (Sole Source)

Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.

- (1) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and **at least one** of the following circumstances applies:
 - (a) The item is available only from a single source;
 - (b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (c) FTA authorizes noncompetitive negotiations;
 - (d) After solicitation of a number of sources, competition determined inadequate; or
 - (e) 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 grantee 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.

(2) A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

Best Value

Best Value is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and /or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the City.

The Traditional Construction Process - Design/Bid/Build

It has been traditional in the construction industry to employ an *architect/engineer (A/E)* to complete a detailed design of the entire project before soliciting bids from construction contractors. This traditional approach is known as *sequential design and construction*. This sequential design/construction approach requires that a detailed design package of the entire project be complete before bids are solicited from construction contractors. Following award of the construction contract, the A/E is often retained by the owner for the construction phase, and acts as the owner's agent, to inspect the construction work to ensure that the structures are built according to the designs and specifications.

Advantages - A major advantage of the sequential design and construction approach is that complex or one-of-a-kind projects can be thoroughly planned and thought through before construction begins. The traditional approach thus produces, in the design phase of the project, the most accurate estimate of final project costs, and this is an advantage of the traditional technique. If problems are encountered with design aspects for the latter stages of the project, the earlier design features or phases can be modified before any construction work has been done, thus avoiding construction contractor claims and delays. Another advantage is that the Agency is given a fixed price for completion of the entire project before construction begins. There may also be advantages in obtaining the necessary financing and project approvals. Overall management of the project should also be simplified by this approach.

Disadvantages - *Sequential design and construction* requires a longer time to complete the project than *phased design and construction ("fast tracking")*. And since time pressures are often the most intense issues confronting the Agency, the sequential method may not be feasible. Alternative contracting approaches have arisen to shorten the project completion time. These include *phased design and construction ("fast tracking")*, which often involves the use of a *construction manager*, and *turnkey (design-build)* contracting.

The *Noncompetitive Procurement Justification Form* and the *Sole Source Cost Analysis Form* (Attachments 6 & 10) must be completed submitted to the Purchasing Agent prior to proceeding with this type of procurement.

Protest Procedures

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority

("FTA") and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.

2. The term "contractor" means any person, firm, or corporation, which has contracted or seeks to contract (bidder or proposer) with the City of Sheboygan.

3. The term "hearing officer" shall mean a person, appointed by the Mayor, to hear and decide allegations made by any contractor relating to procurements hereunder.

Hearing Procedure

1. Any contractor may file a written protest of the procurement procedures involved herein, with the City's Purchasing Agent, within ten (10) days of the date of the City's Decision regarding a selection of a contractor with respect to a Bid/RFP/RFQ.

2. A hearing shall be conducted in accordance with C.G.S. Section 4-176e through 4-18a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.

3. Where applicable, review of protests by FTA will be limited to the City's failure to have or follow its procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Include the language contained in Attachment 18 in all Bids/RFP/RFQ.

Costing and Pricing

Ensuring Most Efficient and Economic Purchase

Shoreline Metro, during their annual budget process, should determine the procurement actions necessary to sustain their operations through the fiscal year. A list of these procurement actions should be forwarded to the Finance Department annually.

Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase and to avoid purchase of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The City considers various procurement sources to ensure economical purchases including, but not limited to the State of Wisconsin DOT and any municipal cooperatives.

Independent Cost Estimates

Shoreline Metro will perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation (FTA Circular 4420.1E Sec.10). Departments must make independent estimates before receiving bids or proposals. These estimates may be obtained from published competitive prices, results of competitive procurements, historical prices and trends, or by Purchasing Department estimates or outside estimators.

The *Cost and Price Analysis Form* must be submitted to the Purchasing Agent prior to issuing any solicitation. (Attachment 7)

1. Cost Analysis

- a. A cost analysis must be performed when the offeror is required to submit the elements (i.e., Labor Hours, Overhead, Materials, etc.) of the estimated cost, e.g., under professional consulting and architectural and engineering services contracts.
 - b. A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.
2. Price Analysis
- a. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.
3. Profit
- a. The City will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
 - b. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Federal Cost Principles

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. The Purchasing Agent may reference their own cost principles that comply with applicable Federal cost principles.

Cost-Plus Percentage of Cost Prohibited

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Full and Open Competition

The principle of full and open competition has one primary and two secondary purposes. The primary purpose is to obtain the best quality and service at minimum cost, in other words to get the best buy. The secondary purposes are to guard against favoritism and profiteering at public expense and to provide equal opportunities to participate in public business to every potential offeror.

The City will conduct all procurement in a manner providing full and open competition. This policy assures that all responsible bidders are permitted to compete for the procurement. In the case of sole or single source procurement, justification for use of the source must be documented on the *Noncompetitive Procurement Justification Form* (Attachment 6). Also see Sole Source Contracting Section.

Contracts with a value of more than \$100,000 shall be awarded by sealed bid or by the competitive and noncompetitive proposal process unless there is an explicit exception (FTA Circular 4220.1E §9, 49 CFR). The City will refrain from the following practices, which are deemed restrictive of competition:

- a. Unreasonable requirements placed on firms in order for them to qualify to do business;
- b. Unnecessary experience and excessive bonding requirements;
- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive awards to any person or firm on retainer contracts;

- e. Organizational conflicts of interest;
- f. Restrictive use of brand names;
- g. Any arbitrary action in the procurement process; and
- h. Geographic preferences. (Geographic preference is permitted in certain narrow situations, including principally where part of a legal licensing requirement and for architects and engineers; FTA Circular 4220.1E, §8.b.

All departments must submit all required forms to the Purchasing Agent prior to issuance of an award letter.

Bonding Requirements

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the grantee, provided FTA determined that the policy and requirements adequately protect the Federal interest. FTA has determined that grantee policies and requirements that meet the following minimum criteria adequately protect the Federal interest. Please refer to the FTA Bonding Requirements paragraph 11, as cited below.

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
- c. A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:
 - (1) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (2) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) Two and a half million dollars if the contract price is more than \$5 million.
- d. A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with these criteria.

Brand Name or Equals

Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features unduly restricting competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used.

Shoreline Metro will use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, a department wishing to use "brand name or equal" must carefully

identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.

Conflicts of Interest

The City's Code of Ethics covers standards of conduct and conflict of interest issues. In addition, employees, officers, board members, or agents of the City of Sheboygan are prohibited from participating in the selection, award, or administration of contracts or sub-agreements supported by federal funds if a real or apparent conflict of interest exists. To that end, any of the above mentioned persons must submit a *City of Sheboygan Disclosure Statement* to the Human Resources Department on an annual basis. Attachment 8

The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

“In order to prevent real or apparent conflicts of interest, the City prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work”

Geographic Preferences

The City will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Written Selection Procedures

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- b. Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Evaluators and reviewers must follow the established criteria when rating the proposals.

Prequalification of Bidders

The procuring department shall ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. In addition, the City shall not preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date.

Advertising and Publicizing Solicitation

IFBs and RFPs must be publicly advertised and publicized (respectively) at least fourteen (14) days prior to the solicitation's due date. A longer time period is suggested for larger, more complex procurements. Outreach efforts must be made using diverse resources such as the Internet and mailing lists coupled with widely circulated publications.

IFBs must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond. RFPs must identify all evaluation factors along with their relative importance (while the IFB requirements of § 9.c.(2) are good practices for both IFBs and RFPs, the evaluation criteria requirement of § 9.d.(1) is relevant only to RFPs and is discussed in Section 4.5.1, "Solicitation & Receipt of Proposals".) The Purchasing Agent shall place copies of all advertising and publicized solicitation material in the related master file.

Contractor Information Form

In accordance with 40 CFR §26.11, Shoreline Metro shall collect information on the availability of Disadvantaged Business Enterprise (DBE) contractors that seek to work on federally assisted contracts. Each contractor responding to such a solicitation shall complete the Contractor's Information Form, providing the following data on each contractor and subcontractor:

- a. Firm name;
- b. Firm address;
- c. Firm's status as a DBE or non-DBE;
- d. Age of the firm; and
- e. Annual gross receipts of the firm.

Pre-Bid and Pre-Proposal Conferences

Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective offerors and explaining complicated specifications and requirements to them as early as possible after the solicitation has been issued and before offers are received. This is also an open forum for potential respondents to address ambiguities in the solicitation documents that may require clarification. Notice of the conference is included in the solicitation at the time of issuance.

Evaluations of Bid Alternates

When bid alternates are included in a bid or proposal document, these alternates must be evaluated as part of the overall bid. This evaluation must be in a written narrative detailing the contract award and takes the alternate into account in reaching a procurement decision. This evaluation must be submitted to the Purchasing Agent prior to proceeding with the procurement.

Exercise of Bid Alternates

Bid Alternates may not be exercised unless it is in accordance with the terms and conditions stated in the initial contract. In addition, the requesting department must have made a determination that the alternate price is better than the market price or that the option price is more advantageous. Full written documentation supporting this determination must be submitted to the Purchasing Agent.

Types of Contracts

General

All FTA related procurements must use the *Contract/Purchase Order File Index Forms* as provided in the appendix. These checklists will be used by the Purchasing Agent to ensure contract clauses and federal flow down language are included in each contract as required.

Fixed Price v. Cost Reimbursement

Procurement by the Sealed Bid/Invitation for Bids (IFB) method when certain conditions are present. Among those listed is the condition that:

- a. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- b. Paragraph 9.d of FTA Circular 4420.1E authorizes procurement by the Competitive Proposal/Request for Proposals (RFP) method and either a fixed price or cost reimbursement type contract may be awarded.
- c. Paragraph 7.i of FTA Circular 4420.1E requires that departments must document their reasons for selecting the contract type as a part of the written record of procurement history.
- d. Paragraph 10.e of FTA Circular 4420.1E prohibits the cost plus a percentage of cost method of contracting.

There are two broad categories of contract types: fixed-price contracts and cost-reimbursement contracts. Within these two families of contract types there are a number of subtypes offering differing degrees of incentives. At the extremes are the firm-fixed-price contract, in which the contractor has complete responsibility for the costs of performance and the resulting profit or loss, and the cost-plus-fixed-fee contract, in which the contractor has virtually no risk for performance costs and the fee (profit) is fixed. Between these two extremes are the various incentive-type contracts where the degree of cost risk and profit incentive can be tailored to meet almost any specific program situation.

Fixed-price contracts

These contracts are appropriate for acquiring commercial items, or for supplies or services which can be clearly defined with either performance/functional specifications or design specifications, and where performance uncertainties do not impose unreasonably high risks upon the contractor.

Cost-reimbursement contracts

These contracts are one in which the City does not contract for the performance of a specified amount of work for a predetermined price, but agrees instead to pay the contractor's reasonable, allocable and allowable costs of performance regardless of whether the work is completed. The City/Department assumes a high risk of incurring cost overruns, while the contractor has almost no risk of financial losses. Cost-type contracts are suitable when (a) you are unable to accurately describe the work to be done, or (b) there is an inability to accurately estimate the costs of performance. If either of these conditions is present, the cost-reimbursement contract is the proper type of contract. *Cost-type contracts are ideally suited to complex requirements because the parties can devote their attention to accomplishing the work rather than on the claims process, which will be significant on larger, complex projects.*

Time and Materials Contracts

Shoreline Metro will use time and materials contracts only:

- (1) After a determination that no other type of contract is suitable;

- (2) The contract specifies a ceiling price, and the contractor shall not exceed that price except at its own risk; and
- (3) The *Method of Procurement Decision Matrix Form* (Attachment 3) must be submitted to the Purchasing Agent and included with the file for this type of contract.

Labor / Hour Contracts

Labor/hour contracts are a variation of the time and materials contract, differing only in that materials are not supplied by the contractor. Shoreline Metro will use this type of contract only when no other would be suitable, and you need to document your determination if you choose to use this type of contract.

Cost-Plus Percentage of Cost Contracts (CPPC)

The FTA Circular 4420.1E clearly prohibits the use of this contracting method.

Out of Scope Changes

An “out of scope change” is a contract amendment or change order that is not within the scope of the original contract is considered sole source procurement. Please use the sole source policies for this type of action. FTA Circular 4220.1E, paragraph 9(f).

Contract Term Limitation

The City shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgment. Length of contracts shall be for not more than the amount of time required to accomplish the purpose of the contract, and will also include consideration for competition, pricing, fairness, and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change will require a sole source justification.

Revenue Contract

Revenue contracts are those third party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. FTA requires these contracts to be awarded utilizing competitive selection procedures and principles. The extent of and type of competition required is within the discretionary judgment of the City.

Tag-Ons

The use of tag-ons, or the addition of work including supplies, equipment or services, that is beyond the scope of the original contract that amounts to a cardinal change as generally interpreted in Federal practice by the various Boards of Contract Appeals, is prohibited and applies to the original buyer as well as to others. In scope “tag-on” changes are not considered tag-ons.

Piggybacking

Piggybacking is an assignment of existing contract rights to purchase supplies, equipment or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assign-ability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, completed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must

contain both a minimum and a maximum quantity that represents the reasonably foreseeable needs of the party(s) to the solicitation and contract. If the City and another party jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.

E-Commerce

E-Commerce is an allowable means to conduct procurements. If an E-Commerce solicitation will be utilized, full and open competition must be addressed in compliance with the Federal Circular 4200.1E. A written procedure will be required prior to use of E-Commerce. Please call the Purchasing Office prior to use of this alternative.

Payments

Advance Payments

FTA does not authorize, and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

Progress Payments

Grantees may use progress payments provided the following requirements are followed:

- (1) Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- (2) The grantee must obtain adequate security for progress payments adequate security may include taking title, letter of credit or equivalent means to protect the grantee's interest in the progress payment.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of the small purchase threshold.)
- b. Termination for cause and for convenience by the City or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

Liquidated Damages Provisions

The City may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, the City must suffer an actual loss. The amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

Architectural and Engineering Services Conflicts of Interest

The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

“In order to prevent real or apparent conflicts of interest, the City prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work.”

Flow Down of FTA Clauses

Please see the attached *FTA Contract Clauses* as a guide to ensure the proper clauses are included in the procurement process. These clauses are required to be included in all FTA contracts and purchase orders. (Attachment 9)

A full text of all Contract Clauses from FTA Best Practices Manual may be found here.

Buy America

As a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than \$100,000 the bidder must submit with the bid or offer, a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment). Once submitted the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered non-responsive. If the bidder executes certification that it cannot comply but may be eligible for an exception, then the City shall review the circumstances and determine if it should request a waiver from FTA. There are specific instances included in the regulations for waiver of Buy America provisions including that they are in the public’s best interest, that there are no U.S. products available, or there is a 25 percent price difference between the foreign and domestic products. See FTA’s Buy America web page http://www.fta.dot.gov/legal/buy_america/14456_ENG_HTML.htm for additional information on requirements.

Certifications in compliance with Part 661.6 and 661.12 are provided in Attachments 14 and 15.

Lobbying

Contractors who apply or bid for an award of \$100,000 or more must file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each level of FTA fund recipient certifies to the level above it that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each FTA fund recipient must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that specific Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from each level of fund recipient to the next level of fund recipient until it reaches the grantor. See “Lobbying” as provided in <http://www.fta.dot.gov/library/admin/BPPM/appA1.html#BM10>.

Certifications in Attachment 16

ATTACHMENTS



CONTRACT/PURCHASE ORDER

FILE INDEX (SEALED BIDS ONLY)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION A – SOLICITATION DOCUMENTS		
Tab #	Document(s)	Audit
1	PURCHASE REQUEST	
2	SPECIFICATIONS & DBE GOALS	
3	REQUIREMENT JUSTIFICATION	
4	INDEPENDENT COST ESTIMATE (ICE)	
5	BIDDER'S LIST	
6	CONTRACTOR INFORMATION FORM	
7	JUSTIFICATION OF PROCUREMENT METHOD	
8	COPY OF IFB	
9	PROOF OF PUBLICATION	
10	IFB ATTACHMENTS/MODIFICATIONS	
11	PRE-BID MINUTES & LIST OF ATTENDEES	
12	CORRESPONDENCE WITH BIDDERS	
13	PROTESTS PRIOR TO BID OPENING	
14	INTEROFFICE CORRESPONDENCE	
15	REVIEW OF RESPONSIVENESS	

Sealed Bid No. _____ Contract Administrator: _____

Date: _____



CONTRACT/PURCHASE ORDER

FILE INDEX (SEALED BIDS ONLY)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION B – AWARD DOCUMENTS		
Tab #	Document(s)	Audit
1	RATIONALE FOR METHOD OF PROCUREMENT (COPY OF EACH BID)	
2	LATE BID – BID ERRORS	
3	BID ANALYSIS/TABULATION SHEET	
4	TECHNICAL EVALUATION & PRE-AWARD SURVEY	
5	AFFIRMATIVE ACTION EVALUATION/DBE PLAN	
6	BIDDER'S RESPONSIBILITY DETERMINATION	
7	PRICE ANALYSIS	
8	ALTOONA TESTING (ROLLING STOCK)	
9	RECORD OF NEGOTIATION FOR SINGLE BID	
10	JUSTIFICATION OF CONTRACT TYPE	
11	AWARD RECOMMENDATION MEMO	
12	BOARD RESOLUTION	
13	NOTICE OF AWARD	
14	NOTICE TO UNSUCCESSFUL BIDDERS	
15	FTA APPROVAL	
16	LEGAL REVIEW OF CONTRACT DOCUMENTS	
17	CONTRACT DOCUMENT	
18	BOND & CERTIFICATE OF INSURANCE	
19	NOTICE TO PROCEED	
20	PURCHASE ORDER	

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION C – CONTRACT ADMINISTRATION DOCUMENTS		
Tab #	Document(s)	Audit
1	POST AWARD CONFERENCE	
2	STATUS REPORTS	
3	CHANGE NOTICES/MODIFICATIONS/CHANGE ORDERS	
4	SITE VISIT REPORTS	
5	PROGRESS MEETING MINUTES	
6	QUALITY ASSURANCE RECORDS	
7	TERMINATION/STOP WORK NOTICES OR RESOLUTION PLAN	
8	INVOICES AND CHECK REQUESTS	
9	RECORDS OF PAYMENTS	
10	NOTICE OF SUBSTANTIAL ACCEPTANCE	
11	NOTICE OF CLAIMS	
12	RELEASE OF CLAIMS/BONDS	
13	ASSIGNMENTS	
14	NOTICE OF FINAL PAYMENT	
15	AUDIT REPORTS	
16	LIQUIDATED DAMAGES	
17	CLOSE OUT DOCUMENTATION	



CONTRACT/PURCHASE ORDER

FILE INDEX (RFP ONLY)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION A – SOLICITATION DOCUMENTS		
Tab #	Document(s)	Audit
1	PURCHASE REQUEST – RATIONALE FOR METHOD OF PROCUREMENT	
2	SPECIFICATIONS/STATEMENT OF WORK	
3	JUSTIFICATION FOR PROCUREMENT	
4	COST ESTIMATE	
5	SET ASIDE DECISION/DBE GOAL	
6	CONTRACTOR INFORMATION FORM	
7	JUSTIFICATION OF PROCUREMENT METHOD	
8	LIST OF PROSPECTIVE PROPOSERS	
9	PROOF OF PUBLICATION	
10	COPY OF RFP	
11	ADDENDA	
12	PRE-PROPOSAL MINUTES & LIST OF ATTENDEES	
13	CORRESPONDENCE WITH BIDDERS	
14	INTEROFFICE CORRESPONDENCE	
15	REVIEW OF RESPONSIVENESS	

Sealed Bid No. _____ Contract Administrator: _____

Date: _____

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION B – AWARD DOCUMENTS		
Tab #	Document(s)	Audit
1	COPY OF EACH PROPOSAL	
2	PROPOSAL TABULATION SHEET	
3	EVALUATION TEAM NOTIFICATION	
4	EVALUATION SHEET/MATRIX	
5	PRE-AWARD SURVEY	
6	DETERMINATION OF ZONE OF CONSIDERATION	
7	LATE PROPOSERS	
8	INVITATIONS FOR ORAL INTERVIEWS	
9	NOTICE OF REJECTION	
10	MINUTES OF MEETINGS	
11	CORRESPONDENCE WITH PROPOSERS	
12	COST OR PRICE ANALYSIS	
13	JUSTIFICATION OF CONTRACT TYPE	
14	NEGOTIATION MEMORANDUM	
15	COPY OF EACH BEST & FINAL OFFER	
16	AWARD RECOMMENDATION MEMO	
17	BOARD RESOLUTION	
18	LEGAL REVIEW OF CONTRACT DOCUMENTS	
19	NOTICE OF AWARD	
20	NOTICE TO UNSUCCESSFUL BIDDERS	
21	PROCUREMENT SUMMARY	
22	DETERMINATION AND FINDINGS	
23	BONDS & CERTIFICATES OF INSURANCE	
24	CONTRACT DOCUMENT	
25	NOTICE TO PROCEED	
26	PURCHASE ORDER	

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION C – CONTRACT ADMINISTRATION DOCUMENTS		
Tab #	Document(s)	Audit
1	POST AWARD CONFERENCE	
2	QUALITY ASSURANCE RECORDS	
3	CHANGE NOTICES/MODIFICATIONS/CHANGE ORDERS	
4	PERIODIC STATUS REPORTS	
5	CONTRACTOR EVALUATION FORM	
6	SITE VISIT REPORTS	
7	TERMINATION/STOP WORK NOTICES OR RESOLUTION PLAN	
8	INVOICES AND CHECK REQUESTS	
9	RECORDS OF PAYMENTS & RECEIPTS	
10	ADVANCE OR PROGRESS PAYMENT DOCUMENTS	
11	NOTICE OF SUBSTANTIAL ACCEPTANCE	
12	PUNCH LIST DISCREPANCIES	
13	NOTICE OF FINAL ACCEPTANCE	
14	NOTICE OF CLAIMS	
15	RELEASE OF CLAIMS/BONDS	
16	ASSIGNMENTS	
17	NOTICE OF FINAL PAYMENT	
18	AUDIT REPORTS	
19	LIQUIDATED DAMAGES	
20	CLOSE OUT DOCUMENTATION	



Responsibility Determination Form

PROCUREMENT POLICY

BID / RFP No: _____ Date: _____

Supplier: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

Acceptable	Comment	
1. Appropriate financial, equipment, facility, and personnel.	Yes	No

2. Ability to meet the delivery schedule.	Yes	No

3. Satisfactory period of performance.	Yes	No

4. Satisfactory record of integrity, not on declined or suspend listings.	Yes	No

5. Receipt of all necessary data from supplier.	Yes	No

6. Debarred and Suspended List has been checked (supplier not listed)	Yes	No



Method of Procurement Decision

MATRIX FORM

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate boxes below. All elements must apply to use that method.

Micro-Purchase

- Amount <\$3,000
- Multiple sources

Competitive Procurement

- Amount >\$3,000
- Multiple sources available
- Not an emergency purchase

Sealed Bid (IFB)

- Complete & adequate specs or purchase description
- Two or more responsible bidders willing to compete
- Selection can be made on basis of price
- Procurement suitable for firm, fixed price
- No discussion with bidders needed after receipt of offers

Competitive Proposals (RFP)

- Complete specifications not feasible
- Bidder input needed for specification
- Two or more responsible bidders willing to compete
- Discussion needed with bidders after receipt of proposals, prior to award.
- Fixed price can be set after discussions

Time and Materials Contract

(subset of RFP)

- Fixed price cannot be set for work
- Complete extent of work unknown, whether time, material use, or both

Best Value

- Price and qualitative consideration greatest value to the City

Sole Source

- OEM or custom item
- Only one source available
- Approved by FTA sole source
- Public exigency issue/emerg.
- Competition is inadequate after public solicitation

Emergency Procurement

(subset of sole source)

- There is a health and safety issue that prohibits delay.



Bid Checklist Form

PROCUREMENT POLICY

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate boxes below. All elements must apply to use that method.

	<u>YES</u>	<u>NO</u>
1. Price is firm, fixed and definite	_____	_____
2. Bid is responsive to requirements of the solicitation	_____	_____
3. Exceptions taken to any material term or condition of the solicitation	_____	_____
4. Bid is ambiguous	_____	_____
5. All amendments to solicitation acknowledged	_____	_____
6. Bid signed	_____	_____
7. All material representations, bonds, guarantees and certifications completed.	_____	_____
8. All required information submitted.	_____	_____
9. Bid is not defective	_____	_____



Bid Cost Factors Form
PROCUREMENT POLICY

Solicitation / Bid No: _____

Supplier Price Evaluation Factors:

1. Purchase price: \$ _____

2. Payment discount terms: _____

3. Transportation costs: _____

4. Warranty: _____

5. Installation: _____

6. Training: _____

7. Technical assistance: _____

Total bid: _____

Evaluation: \$ _____



Non-Competitive Procurement JUSTIFICATION FORM

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

_____ The item is available only from a single source (sole source justification is attached).

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

_____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

_____ 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 time to be replaced (price certification attached).

Comments:

_____ Cost Analysis is attached.

Purchasing Agent

Department Manager

Date

Date



Cost and Price Analysis Form
PROCUREMENT POLICY

Comparisons with other competitive proposals: _____

Price quoted by vendor: _____

Competitive prices obtained from other vendors:
(state name of vendor and price)

Previous Contracts: _____

Date of Contract: _____

Purchase Price:

Catalog/Market Prices: _____

Source: _____

Purchase Price:

Historical Prices: _____

Date: _____

Purchase Price:

Independent Cost Estimates: _____

Source: _____

Date: _____

Purchase Price:

Price/Performance Ratio (if applicable):

Market Data: _____

Source: _____

Date: _____

Purchase Price: _____



Disclosure Statement

The U.S. Department of Transportation Federal Transit Administration Master Agreement, Section 3a(1) prohibits the recipient's employees, officers, board members or agents from participating in the selection, award, or administration of a third party contract or subagreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award:

- a) An employee, officer, board member or agent;
- b) Any member of his or her immediate family;
- c) His or her partner;
- d) An organization that employs or intends to employ any of the above.

It is the responsibility of the officers and employees of the City of Sheboygan, upon acquiring interests which conflict or might appear to conflict with the interests of the Federal Transit Administration and/or the City of Sheboygan, to bring them forth immediately for resolution.

I, the undersigned City of Sheboygan employee, acknowledge receipt, understanding and acceptance of the City of Sheboygan Code of Ethics and this Disclosure Statement, and certify that (1) I have not solicited or received any kickbacks or gratuities, and (2) I have no financial interest in any supplier with whom the City of Sheboygan does business. If any real or perceived conflict should arise in the discharge of my duties, I will report such conflict immediately to the Director of Human Resources in writing.

Name: _____ Title: _____

Date: _____



FTA Contract Clauses Matrix

PROCUREMENT POLICY

FTA CONTRACT CLAUSES						
	CLAUSES	PROFESSIONAL SERVICES/A&E	OPERATIONS/ MANAGEMENT/ SUBRECIPIENTS	ROLLING STOCK PURCHASES	CONSTRUCTION	MATERIALS & SUPPLIES
1	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER	ALL	ALL	ALL	ALL	ALL
2	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	ALL	ALL	ALL	ALL	ALL
3	ACCESS TO RECORDS	ALL	ALL	ALL	ALL	ALL
4	FEDERAL CHANGES	ALL	ALL	ALL	ALL	ALL
5	CIVIL RIGHTS (EEO, TITLE VI, & ADA)	ALL	ALL	ALL	ALL	ALL
6	INCORPORATION OF FTA TERMS	ALL	ALL	ALL	ALL	ALL
7	ENERGY CONSERVATION	ALL	ALL	ALL	ALL	ALL
8	TERMINATION PROVISIONS (NOT REQUIRED OF STATES)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
9	DEBARMENT & SUSPENSION	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
10	BUY AMERICA	-	-	>\$100,000	>\$100,000	>\$100,000 (For steel, iron, manufactured goods)
11	PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
12	LOBBYING	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
13	CLEAN AIR	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
14	CLEAN WATER	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15	CARGO PREFERENCE	-	-	Involving property that may be transported by ocean vessel.	Involving property that may be transported by ocean vessel.	Involving property that may be transported by ocean vessel.
16	Fly America	Involving foreign transport or travel by air.	Involving foreign transport or travel by air.	Involving foreign transport or travel by air.	Involving foreign transport or travel by air.	Involving foreign transport or travel by air.
17	DAVIS BACON ACT	-	-	-	>\$2,000 (Including ferry vessels)	-
18	COPELAND ANTI-KICKBACK ACT SECTION 1 SECTION 2	-	-	-	ALL >\$2,000 (Including ferry vessels)	-
19	CONTRACT WORK HOURS & SAFETY STANDARDS ACT	-	>\$100,000	>\$100,000	>\$100,000 (Including ferry vessels)	-

FTA CONTRACT CLAUSES						
	CLAUSES	PROFESSIONAL SERVICES/A&E	OPERATIONS/ MANAGEMENT/ SUBRECIPIENTS	ROLLING STOCK PURCHASES	CONSTRUCTION	MATERIALS & SUPPLIES
20	BONDING (NOT REQUIRED OF STATES)	-	-	-	>\$100,000 (Including ferry vessels)	-
21	SEISMIC SAFETY	A&E for new buildings and additions	-	-	New buildings and additions	-
22	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	-	Transit operations funded with Section 5307, 5309, 5311 or 5316 funds.	-	-	-
23	CHARTER SERVICE OPERATIONS	-	ALL	-	-	-
24	SCHOOL BUS OPERATIONS	-	ALL	-	-	-
25	DRUG AND ALCOHOL TESTING	-	Transit operations funded with Section 5307, 5309, 5311 or 5316 funds.	-	-	-
26	PATENT RIGHTS	Research and development.	-	-	-	-
27	RIGHTS IN DATA AND COPYRIGHTS REQUIREMENTS	Research and development.	-	-	-	-
28	DBE	ALL	ALL	ALL	ALL	ALL
29	PROMPT PAYMENT	ALL If threshold for DBE program met.	ALL If threshold for DBE program met.	ALL If threshold for DBE program met.	ALL If threshold for DBE program met.	ALL If threshold for DBE program met.
30	RECYCLED PRODUCTS	-	Contracts for items designed by EPA, when procuring \$10,000 or more per year.	-	Contracts for items designed by EPA, when procuring \$10,000 or more per year.	Contracts for items designed by EPA, when procuring \$10,000 or more per year.
31	ADA ACCESS	A&E	ALL	ALL	ALL	ALL
32	SPECIAL NOTIFICATION (REQUIREMENTS FOR STATES)	STATES ONLY	STATES ONLY	STATES ONLY	STATES ONLY	STATES ONLY



Sole Source Cost Analysis Form

Prior to proceeding with sole source procurements, including contract modifications, the requesting department must perform a cost analysis in order to demonstrate the proposed price is fair and reasonable. The cost analysis should examine the elements of cost (labor hours, material, overhead, and profit) for professional consulting and architectural and engineering type contracts.

Please note: It is not sufficient to list the last price paid and the percentage change of the newly quoted price. Actual analysis of the figures should be evident to explain why any increase or decrease in quoted costs is reasonable. All of the following elements must be completed for each proposed sole source procurement.

1. Verification of cost or pricing data and evaluation of cost elements:

2. Comparison of cost proposed with independent or previous cost estimate,, market indices, and other factors:

3. Evaluation of suppliers' costs first hand and assessment for completeness and reasonableness, including evidence and rationale for determination.



Bid Summary Form

PROCUREMENT POLICY

Bid Opening Date: _____

Bid #: _____

Description: _____

Department: _____

NAME OF BIDDER	BID DEPOSIT	TOTAL BID	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	RESPONSIVE BID (Y/N)	BID REJECTED (Y/N)

This bid was opened at the same
Time stated in the advertisement: _____

INITIALS

Person opening bids: _____

Signature: _____

Date/Time: _____



Award Recommendation & Justification Form

Department: _____ Procurement Number: _____
(RFP/BID #)

Subject: _____ Report Date: _____

Number Bids / RFP'S Mailed: _____ Number of Bids /RFP'S Received: _____

Recommendation:

Justification:

Approvals:

PROCURING AGENT

DIRECTOR OF PURCHASING



Price / Rate Quotation Form
 PROCUREMENT POLICY

Department: _____

Subject: _____

Report Date: _____

Number of Quotes Received: _____

QUANTITY	QUANTITY/ COUNT	ITEM	VENDOR	PRICE	AMOUNT

Recommendation:

Approvals:

 PROCURING AGENT

 DIRECTOR



Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* .)]

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



Contractor Information
PROCUREMENT POLICY

CONTRACTOR INFORMATION FOR PROJECTS FUNDED BY THE U. S. DEPARTMENT OF TRANSPORTATION

BID/RFQ/RFP # _____

The completion of this form(s) is a requirement of this bid. A completed form is required for each contractor who submits a Bid/RFP/RFQ in response to this solicitation and for **each** of the bidders' subcontractors. Copy and attach additional sheets as necessary. Please provide the following information:

FIRM'S NAME: _____

PRIME CONTRACTOR _____ *SUBCONTRACTOR* _____

FIRM'S ADDRESS: _____

AGE OF FIRM: _____

DISADVANTAGED BUSINESS ENTERPRISE?* _____ Yes _____ No

If yes, Certified by the State of Connecticut Department of Transportation? _____ Yes _____ No

ANNUAL GROSS RECEIPTS:

_____ Under \$500,000 _____ \$500,000 - \$999,999 _____ \$1,000,000 - \$1,999,999

_____ \$2,000,000 - \$4,999,999 _____ \$5,000,000 - \$9,999,999

_____ \$10,000,000 - \$14,999,999 _____ \$15,000,000 - \$24,999,999

** Disadvantaged business enterprise or DBE means a for-profit small business concern—*
(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.



A. GENERAL - DEFINITIONS

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority ("FTA") and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term "contractor" means any person, firm, or corporation, which has contracted or seeks to contract with the City of Sheboygan.
3. The term "hearing officer" shall mean a person, appointed by the Mayor, to hear and decide allegations made by any contractor relating to procurements hereunder.
4. A "pre-bid or solicitation phase protest" is a written protest received prior to the bid opening or proposal due date.
5. A "pre-award protest" is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
6. A "post-award protest" is a protest received after award of a contract.

B. FILING OF PROTESTS

1. Pre-Bid Protest

Any Contractor may file a written protest of the procurement procedures involved herein, with the City's Purchasing Agent at least five (5) working days before the bid opening or proposal due date.

2. Pre-Award Protest

Any Contractor may file a written protest against the City's making of an award after the City's making of an award after the City's receipt of bids or proposals, but at least five (5) working days before the conditional award of a contract by the City.

3. Post-Award Protest

Any contractor may file a written protest of the procurement procedures involved herein, with the City's Purchasing Agent, at least five (5) working days after the date of the City's Decision regarding a selection of a contractor with respect to any Bid/RFP/RFQ.

4. Each protest must clearly state:

- a. The name, address, and telephone number of the protester;
- b. The solicitation/contract number or description thereof.

c. A statement of all of the grounds upon which the protest is made.

5. Protests are to be filed by certified mail, return receipt requested or by personal delivery by 4:30pm on or before the due date at:

Purchasing Agent
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the Purchasing Department as proof of the date and time of the filing of the protest. It is the Protester's sole responsibility to provide said copy at the time of filing.

C. HEARING PROCEDURE

1. A hearing shall be conducted in accordance with C.G.S. Section 4-176e through 4-18a, as amended, which are incorporated herein, provided that if there is a conflict between Section 4-176e and these Written Protest Procedures, the latter will prevail. The hearing officer shall issue a written decision within ten (10) days of the last date of such hearing and state in the decision the reasons for the action taken. The Hearing Officer, shall respond in detail, to each substantive issue raised in the protest.

2. The Hearing Officer shall be the responsible official who has the authority to make the final determination of the protest.

3. The Hearing Officer shall address, in his determination, each material issue raised in the protest.

4. The Hearing Officer's determination shall be final and binding upon all parties upon issuance.

5. Within (5) working days from its receipt of the decision of the Hearing Officer, a protestor may request reconsideration of the decision, using the same procedure described in Section B.5 above. The request for reconsideration shall be addressed to the Hearing Officer, in care of the Purchasing Agent, City of Sheboygan, 828 Center Ave, Sheboygan, WI 53081. The request for reconsideration shall set forth all of the grounds upon which the request is made.

6. The Hearing Officer shall issue a written decision on the request for recommendation within ten (10) days of receipt thereof and state in the decision the reasons for the granting or denial of the request.

D. REVIEW OF PROTEST BY FTA

1. Where applicable, review of protests by FTA will be limited to the City's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation and/or five (5) days after the protestor knows or has reason to know that the City has failed to render a final decision. Such appeal must be filed in accordance with all FTA rules and regulations, and Section 7(1) of FTA Circular 4220.1D., as periodically updated. The FTA may allow a request for reconsideration if data becomes available that was not

previously known, or if there has been an error of law or regulation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of state or local or regulations will be under the jurisdiction of state or local authorities.

2. Post-determination protests may include allegations that the City failed to have or follow written protest procedures.



EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM

As approved by the Sheboygan Transit Commission on November 22, 2016.

HISTORY:

Original Draft: October 1999

1st Update: April 2008

2nd Update: July 2011

3rd Update: March 2014

Latest Update: November 2016

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A. POLICY STATEMENT

1. Shoreline Metro has a non-discrimination policy for employment practices, including recruitment, selections, promotions, terminations, transfers, layoffs, compensation, training, benefits and other terms and conditions of employment based on race, color, creed, national origin, sex, or age.
2. Shoreline Metro will undertake an affirmative action program, including goals and timetables, in order to overcome the effects of any identified past discrimination on minorities and women.
3. The responsibility for implementation of the Shoreline Metro Equal Employment Opportunity Program (EEO) is assigned to the Director of Transit & Parking.
4. All transit management personnel share in the responsibility of implementing the EEO program and will be assigned specific tasks to assure that compliance is achieved.
5. Applicants and employees have the right to file complaints alleging discrimination with the City of Sheboygan Human Resources Division, City Hall - Room 204, 828 Center Avenue, Sheboygan, WI 53081
6. The performance by managers and supervisors will be evaluated on the success of the EEO program in the same way as their performance on other agency goals.
7. The successful achievement of EEO goals will provide benefits to Shoreline Metro through fuller utilization and development of previously underutilized resources.
8. The EEO program will remain in effect for each year that Shoreline Metro employs 50 or more transit related employees and receives more than \$1 million in federal transit operating and transit capital assistance the prior year or receives in excess of \$250,000 in federal transit planning assistance in the prior year.

Adopted: November 15, 2016 - Sheboygan Parking and Transit Utility Commission



Chief Executive Officer/EEO Officer

10/19/16

Date

B. DISSEMINATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. Internal Dissemination: The Shoreline Metro EEO Policy and Program is communicated to employees by the Director of Transit & Parking. Supervisors are reminded of the EEO Policy semi-annually during meetings. The official EEO poster and policy is posted for all employees on the employee bulletin board located just outside the employee lunchroom. The EEO program is also discussed as a part of new employee orientation.
2. External Dissemination: The Shoreline Metro EEO Policy and Program will be distributed to regular recruitment sources. All advertisements for personnel will include a statement that the City of Sheboygan is an "Equal Opportunity Employer". Applications for employment also include "The City of Sheboygan is an Equal Opportunity Employer." The EEO policy is also included on Shoreline Metro's website under employment opportunities.

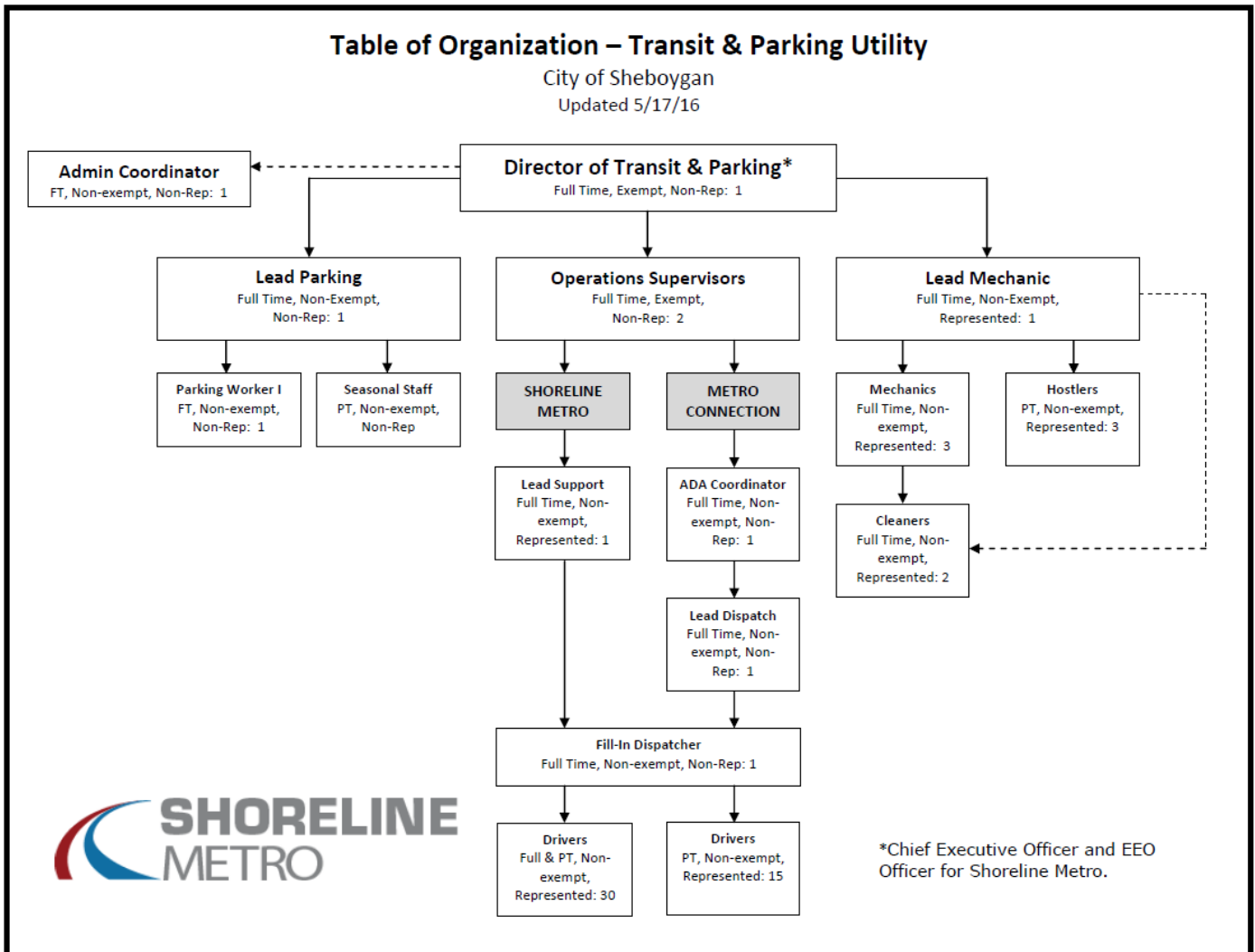
C. DESIGNATION OF PERSONNEL RESPONSIBILITY

The Director of Transit & Parking shall be responsible for the implementation and maintenance of the Shoreline Metro EEO Program. The EEO Officer's responsibilities shall include:

- Developing and recommending EEO policy, a written EEO program, and internal and external communication procedures;
- Assisting management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals;
- Designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is needed;
- Reporting periodically to the chief executive officer on progress of each unit in relation to the agency's goals;
- Serving as liaison between the agency, Federal, State and local governments, regulatory agencies, minority, handicapped and women's organizations, and other community groups;
- Assuring that current legal information affecting affirmative action is disseminated to responsible officials;
- Assisting in recruiting minority, handicapped and women applicants and establishing outreach sources for use by hiring officials;
- Concurring in all hires and promotions; and
- Processing employment discrimination complaints.

Shoreline Metro supervisory staff responsibilities shall include:

- Assisting in identifying problem areas and establishing agency and unit goals and objectives;
- Being actively involved with local minority organizations, women’s and handicapped groups, community action organizations and community service programs designed to promote EEO;
- Participating actively in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives;
- Holding regular discussions with other managers, supervisors, and employees to assure the agency’s policies and procedures are being followed;
- Reviewing the qualifications of all employees to assure that minorities, handicapped persons, and women are given full opportunities for transfers, promotions, training, salary increases, and other forms of compensation;
- Participating in the review and/or investigation of complaints alleging discrimination;
- Conducting and supporting career counseling for all employees; and
- Participating in periodic audits to ensure that each agency unit is in compliance (e.g., EEO posters are properly displayed on all employee bulletin boards).



D. UTILIZATION ANALYSIS

1. Purpose - The Utilization analysis is used to identify those job categories where there is an underutilization and/or concentration of minorities and women in relation to their availability in the relevant labor market. It is also to establish the framework for goals and timetables and other affirmative actions to correct employment practices that contributed to any identified absence, underutilization or concentration.

2. Workforce Analysis

The chart for the workforce analysis is attached in Appendix A.

This analysis covers all the positions by full time and part time status at Shoreline Metro. Those positions are as follows:

- Director of Transit & Parking of Transit & Parking (1)
- Operations Supervisors (2)
- Lead Mechanic - Full time (1)
- Mechanics - Full time (3)
- Bus Driver - Full time (17)
- Bus Driver - Part time (21)
- Administrative Coordinator (1)
- Metro Connection Dispatcher / Scheduler – Full-time (2)
- Fill-In Dispatcher – Full-time (1)
- Hostler - Part time (3)
- Cleaner - Part time (2)

The Shoreline Metro chart for workforce analysis includes data for all categories that are specified in the recommended chart found in Appendix A of FTA Circular C 4704.1

3. Availability Analysis

The availability analysis is a comparison of the participation rates of minorities and women at various levels in the work force and their availability in relevant labor markets.

For all direct entry positions, except the Director of Transit & Parking, the labor market is primarily Sheboygan County, Wisconsin. Shoreline Metro recruits from residents in Sheboygan County.

For positions that are selected through internal promotion, such as full time driver and full time hostler, the availability factors are based on the combination of women and minorities holding the prerequisite part-time jobs.

For the Director of Transit & Parking position, this job has been recruited nationally and national census data is used for the availability analysis.

4. Occupational Data

General population data for Sheboygan County, Wisconsin is used for the availability analysis since no special credentials such as commercial driver's license, professional licenses or board certifications are required at the time of hire. Census data is used in developing availability factors for the availability analysis.

For positions that are selected through internal promotion, such as full time driver and full time hostler, the availability factors are based on the concentration of women and minorities holding those part time jobs.

E. GOALS AND TIMETABLES

1. Long-Range Goals

a. Women

Based on comparison data in the workforce analysis, the greatest underutilization in the workforce is by gender. By labor contract, full time driver positions are selected from current part time driver positions and full time hostler positions are selected from current part time hostlers.

Therefore, to increase the concentration of women in both full and part time positions, Shoreline Metro needs to attract and retain women in part time entry level positions. By size, the largest occupied entry-level position is that of part time bus driver.

Shoreline Metro will make additional efforts to recruit, hire and retain qualified female candidates for all positions, with special emphasis on part time bus drivers.

The anticipated job openings in the next 4-5 years appear to be in the part time transit bus driver position and internal promotional opportunities to full time driver and full time hostler.

The 2016 utilization of women as part time bus drivers is 18.0% fixed-route and 15.0% demand response or 16.0% department-wide. The goal is to increase that concentration of women part time drivers to 20% by December, 2020. Since, by labor contract, part time employees are laid off before full time employees, service cuts caused by reduced state or local funding could inhibit the ability of Shoreline Metro to reach this goal of women employee concentration.

Goals from the previous EEO program were not met due to cuts in service levels in mid 2015 and 2016. These cuts drastically reduced service hours and the need for as many driver positions. This halted Shoreline Metro's need to hire more drivers during a near two year timeframe.

b. Minorities

According to census data, there is a relatively low concentration in the availability of minorities in Sheboygan County as compared to the nation as a whole. The almost equal number of minorities not in the labor force is somewhat skewed by the presence in Sheboygan County of the medium/maximum security Kettle Moraine state correctional facility.

Shoreline Metro will continue to seek minority applicants to hire and retain. As with the category of women, the greatest opportunity for employment will be in the entry-level position of part time bus driver. In 2016 minorities made up 8% of the part time driver workforce. The goal is to increase that concentration of minority part time drivers through December 2020. This goal may be difficult to attain since it significantly exceeds the concentration of minorities in the labor market for this position. Also, by labor contract, part time employees are laid off before full time employees. Service cuts caused by reduced state or local funding could inhibit the ability of Shoreline Metro to reach this goal of minority employee concentration.

Goals from the previous EEO program were not met due to cuts in service levels in mid 2015 and 2016. These cuts drastically reduced service hours and the need for as many driver positions. This halted Shoreline Metro's need to hire more drivers during a near two year timeframe.

2. Short Range Goals

a. Women

Shoreline Metro hired 1 female within the last 12 months or 50% of new employees. Shoreline Metro has immediate plans to hire additional employees in 2016. Shoreline Metro is currently seeking qualified applicants and encourages women to apply.

b. Minorities

Shoreline Metro has immediate plans to hire additional employees in 2016. Shoreline Metro will continue to seek minorities, i.e., Hispanic, Asian/Pacific islander, Native American or African American.

F. ASSESSMENT OF EMPLOYMENT PRACTICES TO IDENTIFY CAUSES OF UNDERUTILIZATION: AFFIRMATIVE ACTION TO REMEDY PROBLEM AREA

1. Recruitment and Selection Procedures – Narratives follow; Data in Appendix B

a. Director of Transit & Parking

The internal promotion of a male Operations Supervisor to the position of Director of Transit & Parking due to a retirement took place in March 2014. Therefore, no applications have been accepted for this position in the past year.

The Director of Transit & Parking of Parking and Transit for the City of Sheboygan, Wisconsin is recruited through a nationwide search. Advertisements are published in national transit trade publications, such as *Passenger Transport* in addition to ads in the Milwaukee *Sentinel-Journal* and the *Sheboygan Press*. Applicants submit a City of Sheboygan Employment application respond to an addendum on transit issues as well as a professional resume.

A selection committee comprised of members of the Sheboygan Parking and Transit Utility Commission and a representative of the City of Sheboygan Human Resources Division reviews the applications and resumes. Selected applicants are invited to interview with the selection committee. The selection committee consults with the full membership of the Parking and Transit Utility Commission before an offer of employment is made.

The acceptance of the offer of employment is contingent upon approval by the Common Council of the City of Sheboygan, Wisconsin.

b. Deputy Director of Transit & Parking/Maintenance Supervisor

This position has been eliminated.

c. Operations Supervisor(s)

The Operations Supervisor position for Shoreline Metro is primarily recruited on a local basis. Responses to internal Transit and/or city government job notices would determine the availability of qualified city employees to fill the position. At the discretion of the Director of Transit & Parking, advertisements may also be placed in the *Sheboygan Press* to attract qualified applicants outside of city government. Applicants submit a City of Sheboygan Employment application and resume. The Director of Transit & Parking reviews the submitted materials and selects applicants for interviews. The Director of Transit & Parking makes an offer of employment. The most recent hire was a male. This candidate was recruited to oversee Metro Connection, the demand response service and the Parking Utility.

d. Mechanic - Full Time

The full time mechanic job is recruited on a local basis. The last time a full time mechanic was hired in 2015. Shoreline Metro places advertisements in local newspapers and send notices to local technical colleges to recruit for a full time mechanic. If a written test were to be administered, it would be given to all incumbent mechanics to determine a cut off score prior to applicant testing. Mechanic applicants would complete a City of Sheboygan employment application. The Transit Director of Transit & Parking and Lead Mechanic would interview selected applicants. An offer of employment would be made upon concurrence by the Transit Director of Transit & Parking and is contingent upon passage of a physical examination for drivers and a negative pre-employment drug test.

e. Mechanic Part Time

The part-time mechanic position was eliminated.

f. Bus Driver - Full Time

The full time bus driver position is filled by an internal Transit job notice to part time drivers. The job openings are filled on a seniority basis from the list of those part time drivers who apply.

g. Driver - Part Time

The part time bus driver position is the entry-level position for becoming a bus driver with Shoreline Metro. Advertisements are published in the *Sheboygan Press* for the date, time and location in which part time bus driver applications will be accepted. After completing a City of Sheboygan employment application and prior to an interview, all candidates are checked for driver's license history and local criminal conviction history to help determine which of those candidates to interview. An offer of employment is made contingent upon passage of a physical examination for drivers and a negative pre-employment drug test for safety-sensitive positions. Training takes approximately 4 - 6 weeks and the new hire part time driver must successfully perform a 90-day probationary period after training.

h. Administrative Coordinator

The Administrative Coordinator position for Shoreline Metro is recruited on a local basis. Responses to internal Transit and/or city government job notices would initially determine the availability of qualified city employees to fill this position. At the discretion of the Director of Transit & Parking, advertisements may also be placed in the *Sheboygan Press* to attract qualified applicants outside of city government. Applicants must submit a City of Sheboygan employment application as well as a resume. A typing test would be administered to identify keyboard skills.

The applications and resumes would be reviewed by the Transit Director of Transit & Parking to identify those candidates for an interview. The Director of Transit & Parking and an Operations Supervisor as an interview team would conduct interviews. The Director of Transit & Parking would make an offer of employment. A six-month probationary period would be served upon hire. The incumbent has held this position since 2001. Therefore, no applications have been accepted for this position in the past year.

i. Hostler - Full Time

The full time hostler position has been eliminated in 2016. All Hostler positions are now part time.

j. Hostler - Part Time

The part time hostler job is recruited on a local basis. An advertisement is placed in the *Sheboygan Press* designating the time and location where candidates can report to make application for a part time hostler position opening. After completing a City of Sheboygan employment application and prior to an interview, all candidates are checked for driver's license history and local criminal conviction history to help determine which of those candidates to interview. The Transit Director of Transit & Parking and one Operations Supervisor will jointly interview selected part time hostler candidates. An offer of employment will be made to the part time hostler candidate by the Transit Director of Transit & Parking contingent upon a physical examination for drivers and a negative pre-employment drug screen. The last part time hostler to be hired was in October, 1999.

k. Money Counter/Clerk

This position was eliminated

l. Service Worker - Part Time

The part time service worker job is recruited on a local basis. Shoreline Metro would place an advertisement in the *Sheboygan Press* to direct prospective candidates for the time and location where applicants would be accepted for the part time service worker position opening. Part time service worker applicants would complete a City of Sheboygan employment application. The Transit Director of Transit & Parking along with an Operations Supervisor would interview selected applicants. The Transit Director of Transit & Parking would make an offer of employment upon concurrence. A 90-day probationary period would be served upon the commencement of work. The most recent hire was a woman in 2013.

2. Seniority, Upgrade, Promotion, Transfer and Training

- a. Seniority - All members of the bargaining unit, Local 998 of the Amalgamated Transit Union (ATU) have seniority rights with respect to selection of work, promotion and lay-off. The job titles in the bargaining unit include drivers, mechanics, hostlers and service workers in both a full time and a part time capacity. Union membership is not required for entry-level positions at the time of hire. After successful completion of the required probationary period, employees in bargaining unit positions are then required by contract to join the union.
- b. Upgrade - The job position structure at Shoreline Metro does not provide for upgrades such as from Secretary I to Secretary II. Due to the smaller size of this transit organization and the simplified job position structure, position upgrades have not been utilized.
- c. Promotion - Promotions in bargaining unit positions, such as from part time driver to full time driver, are based on seniority of those individuals who sign up on the posted

opportunity notice. The collective bargaining agreement does provide a demerit review based on performance before seniority is applied.

- d. Transfer - Transfers for positions in the collective bargaining unit are only provided for to avoid a layoff. Such transfers require that the position be open, that the opening be posted, that the qualifications for the job must be met by the transferee and in the case of more than one qualified transferee applicant that seniority will prevail. No such transfer has occurred in the past 12 months, or the past 5 years.

With respect to transfers of non-represented personnel, a transfer occurred in February 2016 due to promotion. The new position is a Fill In Dispatcher position. A qualified driver from the fixed route service applied and was promoted to the position.

The former Metro Connection Operations Supervisor and Parking Utility Supervisor transferred to Interim Director of Transit & Parking in February 2014, than to Director of Transit & Parking in March 2014. This transfer was determined by the Transit Commission and agreement of the individuals involved.

- e. Training - Formal training exists only for new hire part time bus drivers. This training incorporates the curriculum of instruction provided by the Transportation Safety Institute for bus operator training. Commercial drivers license training is also provided to those new employees who need to upgrade their license. Training takes 5-6 weeks and includes both classroom and hands-on learning experiences. Once trainees are passed to probation, a mid-probationary and final probationary review takes place within 90 days.

All other positions receive on-the-job training with an incumbent in the same position or their supervisor. Safety meetings review timely work topics. Refresher training in areas of defensive driving, drug and alcohol abuse, disability sensitivity and accessibility has also been provided. Administrative and supervisory personnel have also attended workshops and seminars on topics related to their responsibilities.

3. Wages and Salary Levels

a. Bargaining Unit Employees

Wages and benefits for bargaining unit members of Local 998-ATU are fixed by contract. An initial progression is provided for with drivers reaching top base rate after one year. Longevity increases also occur at 5 year, 10 year and 15 year service intervals. Wages are based on job title and longevity. Contracts are negotiated under Wisconsin statutes that provide for a comparison of internal and external comparables. The Wisconsin Employee Relations Commission mediates and arbitrates all Wisconsin public employee union contracts, when required.

b. Non-Represented Administrative and Supervisory Personnel

Non-represented Shoreline Metro personnel are compensated through the City of Sheboygan pay plan for non-represented employees. This plan surveys comparable cities to establish salary ranges for each position title. Placement within the salary range is determined by general pay increases as well as increases based on merit. Merit increases are determined by the outcome of an annual performance appraisal. All Transit non-represented employees, except the Director of Transit & Parking, are reviewed by the Director of Transit & Parking. The Director of Transit & Parking is reviewed by the Human Resources Director of Transit & Parking and City Administrator.

Benefits for non-represented City employees are consistent throughout the City in all departments. Generally, non-represented employee benefits are equal to or greater than the benefits received by the union personnel that they supervise.

4. Corrective Action Procedures

Bargaining unit members are expected to adhere to published work rules and all employees are expected to comply with City of Sheboygan civil service rules.

All post-probationary employees, including minorities and women, are entitled to grieve any disciplinary actions taken by management. The disciplinary actions so noted do not include those associated with grievances affirmed through the union grievance process.

5. External Factors Inhibiting Employment of Affected Classes

Limited benefits for part time employees have made it difficult for Shoreline Metro to attract entry-level part time bus drivers. In recent years, Shoreline Metro mainly selected part time driver applicants who already had other part time or full time employment. This characteristic of available candidates probably meant that women, especially those single women holding down a job as well as having primary child rearing responsibilities, would not consider applying for Shoreline Metro's part time bus driver job opportunities.

Current economic conditions related to the recession have created additional challenges. Recent professional retirees, typically middle-aged males, are actively seeking part-time jobs to supplement their early and sometimes unplanned retirement. This has caused the pool of applicants to be predominately male.

G. MONITORING AND REPORTING SYSTEM

An important part of any successful EEO program is a successful monitoring and reporting system. Shoreline Metro, unfortunately, does not conduct extensive hiring through the course of the year. Between fixed route and paratransit operations, Shoreline Metro has averaged two (2) new hires for the past three years.

MONITORING

Shoreline Metro's EEO monitoring system serves the following basic purposes:

- Assesses EEO accomplishments;
- Enables the agency to evaluate the EEO program during the year and to take any necessary corrective action regarding the development and execution of programs or goals and timetables;
- Identifies those units which have failed to achieve a goal or to implement affirmative action; and
- Provides a precise and factual data base for future projections.

The EEO Officer monitors the EEO program annually and evaluates the trends occurring in both individuals hired at Shoreline Metro and the individuals applying for a position with Shoreline Metro. It has been the goal to hire the most qualified individual for positions within the organization. In 2016, Shoreline Metro noticed a healthy balance between men and women applying for open driver positions. Further, a good applicant pool existed consisting of men, women, white, and minority. During this time, Shoreline Metro did not notice any discouraging trends of minorities and women not applying with the organization. This trend is hopeful for future years and future applicants.

This is good news for achieving goals of the organization; however, open positions are dependent on retirements, resignations, promotions, or terminations. In the last several years, Shoreline Metro has experienced minimal retirements (2), resignations (3), promotions (0) and terminations (1). This has created very little need for drivers. With little demand for hiring drivers, this does not necessary assist in achieving the goals of the EEO program. Lastly, monitoring the EEO program allows Shoreline Metro to create precise and factual data to be used for subsequent years and EEO programs. This data also allows for accurate identification of program failures and achievements. After monitoring the current data set, it is clear that Shoreline Metro is predominately white males (41) and white females (16). Minorities account for the vast minority of employees employed at Shoreline Metro (7).

REPORTING

The EEO Officer and the Director of Transit & Parking of Transit & Parking is one in the same person at Shoreline Metro and is also involved in all hiring of personnel including drivers. Therefore, there is no additional reporting conducted by any other Shoreline Metro staff for the EEO program.

Equal Employment Opportunity (EEO) Officer:

Derek Muench
 Director of Transit & Parking
 City of Sheboygan (Shoreline Metro)
 608 S Commerce Street
 Sheboygan, WI 53081
 Ph: (920) 459-3140

Promotions #	Male																				
Race/Ethnicity	White			Black / African American			Hispanic			Asian			American Indian or Alaskan Native			Native Hawaiian or Pacific Islander			Multi Racial		
	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted
Officials and managers	1	1	100.00%	0	0		0	0		0	0		0	0		0	0		0	0	
Mechanics	1	1	100.00%	0	0		0	0		1	1	100.00%	0	0		0	0		0	0	
Maintenance	0	0		0	0		0	0		0	0		0	0		0	0		0	0	
Administrative Support	2	2	100.00%	0	0		0	0		0	0		0	0		0	0		0	0	
Drivers	0	0		0	0		0	0		0	0		0	0		0	0		0	0	
Total	4	4	100.00%	0	0		0	0		1	1	100.00%	0	0		0	0		0	0	

Promotions #	Female																				
Race/Ethnicity	White			Black / African American			Hispanic			Asian			American Indian or Alaskan Native			Native Hawaiian or Pacific Islander			Multi Racial		
	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted	Applied	Promoted	% Promoted
Officials and managers	1	1	100.00%	0	0		0	0		0	0		0	0		0	0		0	0	
Mechanics	0	0		0	0		0	0		0	0		0	0		0	0		0	0	
Maintenance	0	0		0	0		0	0		0	0		0	0		0	0		0	0	
Administrative Support	0	0		0	0		0	0		0	0		0	0		0	0		0	0	
Drivers	0	0		0	0		0	0		0	0		0	0		0	0		0	0	
Total	1	1	100.00%	0	0		0	0		0	0		0	0		0	0		0	0	

Hiring #		Male																											
		White				Black / African American				Hispanic				Asian				American Indian or Alaskan Native				Native Hawaiian or Pacific Islander				Multi Racial			
		Applied	Hired	% Hired	% Hired	Applied	Hired	% Hired	% Hired	Applied	Hired	% Hired	% Hired	Applied	Hired	% Hired	% Hired	Applied	Hired	% Hired	% Hired	Applied	Hired	% Hired	% Hired				
0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%			
0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%			
5	1	20.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%			
0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%			
6	3	50.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%			
68	4	5.88%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%			
Female																													
Hiring #																													
Race/Ethnicity																													
Applied																													
Hired																													
% Hired																													
% Hired																													
0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
13	4	30.77%	1	0	0.00%	5	0	0.00%	1	0	0.00%	5	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
133	4	3.01%	1	0	0.00%	5	0	0.00%	1	0	0.00%	5	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%

Appendix C – Sample Job Description

JOB DESCRIPTION



Job Title: **Bus Driver – Fixed Route**
 Date: Created: July 30, 2015; Approved: August 18, 2015
 Preparer's Name: Derek Muench, Director

Position Information

Category: Represented – Class A, B and C, Non-exempt, Safety-Sensitive
 Supervisor: Operations Supervisor
 Department: Shoreline Metro
 Wage: Training Period – 65% of top rate; Probationary Period – 75% of top rate; Top Rate – 360 days upon
 Completion of probationary period; increases in 120 day increments.

About Shoreline Metro

Shoreline Metro is the public transportation system operated by the City of Sheboygan and provides fixed route public transit to the City of Sheboygan, City of Sheboygan Falls and Village of Kohler. Shoreline Metro also operates Metro Connection, a complimentary demand response paratransit option for individuals unable to use the fixed route. Shoreline Metro services an area of over 60,000 with over 550,000 trips provided annually on its eleven fixed routes and five tripper routes. Shoreline Metro employs about sixty five (65) employees including administration, maintenance and operators. Shoreline Metro is under the supervision of the Director of Transit & Parking for the City of Sheboygan and is governed by the City of Sheboygan's Transit Commission. Shoreline Metro operators and maintenance personnel are represented by the Amalgamated Transit Union (ATU) Local 998.

Position Objective

Fixed route bus drivers serve as frontline employees of Shoreline Metro's fixed route public transportation system to provide professional, safe, reliable, and courteous transportation options for its customers.

Essential Duties

- Perform Pre-trip/Post-trip inspections on assigned vehicle;
- Safely and properly operate assigned vehicle in urban traffic on published fixed routes;
- Announce major intersections, trip generators and landmarks to all passengers;

- Greet passengers in a courteous and professional manner; answer questions with sensitivity, courtesy and tact;
- Collect, count and record passenger fares;
- Enforce agency rules, policies and procedures;
- Assist passengers as necessary with boarding and alighting;
- Safe and proper securement of mobility devices and their users;
- Available to work all shifts including early morning, evening and Saturdays if required;
- Act as a professional representative of Shoreline Metro and the City of Sheboygan;
- Perform other related duties as assigned per contract.

Education, Licenses and Demonstrated Abilities

Education:

- High School diploma or equivalent.

Licenses:

- Valid WI Class B Commercial Drivers License (CDL) with passenger (P) endorsement. Air brake restriction must also be lifted or removed. Valid CDL must be obtained in a timely fashion during training (if applicable).

Abilities:

- Should have 2-3 years minimum of verifiable driving experience of commercial vehicles. Experience operating a bus is preferred but not mandatory.
- Must be able to demonstrate an ability to read, understand, retain and recite information in training manuals, notices and standard operating procedures.
- Must submit to FTA required drug and alcohol testing requirements including but not limited to pre-employment, post-accident, random and reasonable suspension testing as a condition of employment.
- Must possess the ability to sit for long periods of time, stand, and walk. Must be able to bend, kneel, twist, and reach for purposes of securing mobility devices.
- Must be able to properly and safely operate a 30-35 foot passenger bus.
- Must be able to memorize, understand and drive assigned published bus routes.
- Must possess ability to work in a fast-paced environment with times of high stress and anxiety.
- Must have the ability to reasonably assist passengers on and off the bus with or without the assistance of a mobility aid. Must be able to work with elderly and disabled individuals.
- Must have the ability to obtain a Class B CDL, passenger (P) endorsement and/or have air brake restrictions lifted (if applicable).
- Must be able to work a flexible work schedule including days, nights and Saturdays; Must be able to work on an "on-call" basis.
- Must successfully complete orientation, training and 90-day probationary period.

Pre-Employment Requirements

- Must pass a State of Wisconsin Department of Motor Vehicle background check with no DUI convictions within the past ten (10) years.
- Must pass a State of Wisconsin Criminal background check.

Post Job Offer Requirements

- Must pass a physical examination and maintain those standards as a condition of employment.
- Must pass a DOT drug test.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer
In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



DRUG, ALCOHOL & SUBSTANCE ABUSE POLICY

Approved by the Transit Commission – November 22, 2016

HISTORY:

Original Draft: October 2012

Latest Update: November 2016

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A. POLICY

The Shoreline Metro System is dedicated to providing safe, dependable, and economical transportation services to our transit system passengers. Shoreline Metro System employees are our most valuable resource and it is our goal to provide a healthy, safe working environment which promotes personal well-being. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

II. PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 653 and Part 654, as amended, *and superseded by 49 CFR Part 655, as amended* that mandate 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 (DOT) 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. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

III. APPLICABILITY

This policy applies to all safety-sensitive and transit system employees, paid part-time employees, contract employees, and contractors when performing any transit-related safety-sensitive business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch, maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee who is required to hold a Commercial Driver's License. A list of safety-sensitive positions is attached.

IV. PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

a. Illegally Used Controlled Substances or Drugs

The use of any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times unless a legal prescription has been written for the substance: This includes, but is not limited to: marijuana, amphetamines (includes ecstasy (MDMA)), opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. The consumption of these products is prohibited at all times. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. A covered employee may be randomly tested for prohibited drug use anytime while on duty."

b. Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a transit system supervisor. In addition, the employee must obtain a written release from the attending physician releasing the person to perform their job duties any time they obtain a performance-altering prescription.

A legally prescribed drug means that individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. *Prescriptions obtained legally in a foreign country may be used if there is a legitimate medical explanation for a legitimate medical use and the prescription is used with its proper and intended medical purpose. Use of a drug of abuse (e.g. heroin, PCP, marijuana) or any other substance that cannot be viewed as having a legitimate medical purpose, even if the substance is obtained legally in a foreign country is prohibited. [40.137(e)]* The misuse or abuse of legal drugs while performing transit business is prohibited.

c. Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing transit business is prohibited. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as measured by an evidential breath testing device.

V. PROHIBITED CONDUCT

a. Manufacture, Trafficking, Possession, and Use

Transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances on transit authority premises, in transit vehicles, or while on transit authority business. Employees who violate this provision will be disciplined in accordance with established work rules. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

b. Intoxication/Under the Influence

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of prohibited substances, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substance or who fail to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action in accordance with established work rules. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

c. Alcohol Use

No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is greater than 0.02. No safety-sensitive employee shall use alcohol while on duty, in uniform while in taverns (*local policy*), while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. A safety-sensitive employee shall be subject to random alcohol test only "just prior to performing safety sensitive duties, while performing safety-sensitive duties and just after the employee has ceased performing safety sensitive duties. No safety-sensitive employee shall use alcohol within four hours of reporting for duty, or during the hours

that they are on call. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination in accordance with established work rules.

d. Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug testing as condition of employment. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and be treated as if they had a positive test result. A test refusal includes: failing to appear for any test within a reasonable time (except for pre-employment tests); failing to remain at the testing site until the testing process is complete; failing to provide a urine or breath specimen; in the case of a directly observed or monitored collection in a drug test – failing to permit the observation or monitoring of the provision of the specimen; 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; wearing a prosthetic or other device that could be used to tamper with the testing process; failure to provide a sufficient amount of urine or breath when directed when it has been determined there was no medical explanation for the failure; fail or decline to take a second test the employer or collector has instructed the employee to take; failure to undergo a medical examination as part of the verification of a "shy bladder" or "shy lung"; failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process; admit to the collector or MRO that you adulterated or substituted the specimen [40.191 (a)]

An adulterated specimen is a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine. [40.201] a dilute specimen is a specimen with creatinine and specific gravity values that are lower than expected for human urine. [40.3] a substituted specimen is a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. [40.3] if the MRO reports that the safety-sensitive employee has a verified adulterated or substituted test result, the employee has refused to take a test. [Subpart E 40.225(b)] Verification of these actions will result in the employee's removal from duty and disciplined in accordance with established work rules. Refusal to test is prohibited behavior and can also include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, obstructive behavior, or physical absence resulting in the inability to conduct the test.

e. Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use policies. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with transit system requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination in accordance with established work rules. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take sickness and accident insurance/sick leave, where applicable, and accumulated vacation leave to participate in the prescribed rehabilitation program.

f. Notifying the Transit System of Criminal Drug Conviction

All employees are required to notify the transit system of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination in accordance with established work rules.

g. Proper Application of the Policy

The transit system is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner.

Any supervisor/manager 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 in accordance with established City Civil Service rules.

h. Release of Information

Test results may be released only under the following circumstances:

1. Shoreline Metro Transit shall release information or copies of records regarding an employee's test results to a third party only as directed by specific, written instruction of the employee.
2. Shoreline Metro may disclose information related to a test result to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested.
3. Shoreline Metro may release information pertaining to an employee's drug or alcohol test without the employee's consent in certain legal proceedings. These proceedings include a lawsuit (e.g. a wrongful discharge action), grievance (e.g. an arbitration concerning disciplinary action taken by the employer), or administrative proceeding (e.g. unemployment compensation hearing) brought by, or on behalf of, an employee and resulting from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results). These proceedings also include a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information sought is relevant to the case and issues an order directing the employer to produce information. In such a proceeding, Shoreline Metro may release information to the decision maker in the proceeding (e.g., the court in the lawsuit). Shoreline Metro may release the information to the decision maker in the proceeding only with a binding stipulation that the decision maker to whom it is released will make it available only to parties in the proceeding. As an employer, Shoreline Metro must immediately notify the employee in writing of any information released under these provisions. [40.323(a),(b)&(d)]
4. Upon written request, Shoreline Metro must promptly provide any employee with any records in its care, custody and control relating to his/her test.
5. Shoreline Metro must release information to the National Transportation Safety Board (NTSB) about any post-accident test performed for an accident under NTSB investigation.
6. Shoreline Metro shall make available copies of all results of the substance abuse testing programs, and any other records pertaining to substance abuse testing programs when requested by USDOT or any USDOT agency with regulatory authority over Shoreline Metro.
7. Shoreline Metro will, if requested by a Federal, state or local safety agency with regulatory authority over Shoreline Metro, provide drug and alcohol test records concerning the employee. [40.331(e)]

Additionally, Shoreline Metro shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur. In addition to Shoreline Metro management, the collection site, laboratory, Medical Review Officer (MRO) and Substance Abuse Professional (SAP) are held to a strict degree of confidentiality. *However, by regulation, a MRO may, as part of the verification process, report drug test results and medical information to third parties without the employee's consent if: 1.) The information is likely to result in the employee being determined to be medically unqualified under an applicable DOT agency regulation, or 2.) The information indicates that continued performance by the employee of his or her safety-sensitive function is likely to pose a significant safety risk. [40.327(a)]*

The third parties that the MRO by regulation is authorized to provide information include the employer, a physician or other health care provider responsible for determining the medical qualifications of the employee under applicable DOT agency safety regulation, a SAP evaluating the employee as part of the return to duty process, a DOT agency, or the National Transportation Safety Board in the course of an accident investigation. [40.327(b)] The laboratory will only report results to the MRO. The breath alcohol technician and the MRO will only report test results to the program manager or designee and the substance abuse professional.

A MRO must provide, within 10 business days of receiving a written request from an employee, copies of any records pertaining to the employee's use of alcohol and/or drugs, including records of the employee's DOT mandated drug and/or alcohol tests. [40.329(a)]

A laboratory must provide, within 10 business days of receiving a written request from an employee, and made through the MRO, the records relating to the results of the employee's drug test (i.e., laboratory report and data package). [40.329(b)]

A SAP must make available to an employee, on request, a copy of all SAP reports. [40.329(c)]

VI. TESTING PROCEDURES

Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant or as required by Federal regulations. All safety-sensitive employees shall be subject to testing prior to employment, for reasonable suspicion, and following an accident as defined in Section 6.2, 6.3, and 6.4 of this policy. In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a drug or alcohol test and after completion of the Substance Abuse Professional's recommended treatment program. Follow-up testing will also be conducted following return to duty for a period of one to five years, with at least six tests performed during the first year.

Those employees who perform safety-sensitive functions as defined in the attachment to this policy shall also be subject to testing on a random, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. *In drug testing, a split specimen is required for USDOT covered safety-sensitive employees. [40.71(a)] A split specimen collection is a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result. [40.201] At the time of specimen collection, the safety-sensitive employee will be required to provide positive identification by means of photo identification or by positive identification by an employer representative. [40.61(c)] Specimen donors will also be requested by collection site personnel to remove outer clothing and other belongings that could be used to conceal items or substances that could be used to tamper with a specimen. [40.61(f)] Specimen donors will be required to empty their pockets and display the items in them to ensure that no items are present which could be used to adulterate a specimen. [40.61(f)(4)]*

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines (includes ecstasy (MDMA)), and phencyclidine. *The employer must direct an immediate collection under direct observation with no advance notice to the employee, if: 1.) The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the employer that there was not an adequate medical explanation for the result, or 2.) The MRO reported to the employer that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed, or 3.) The employer must direct a collection under direct observation if the test is a return-to-duty or a follow-up test, or 4.) The collection site personnel observe materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen, or 5.) When the collection site personnel observe the*

temperature of the original specimen was out of range, or 6.) When the original specimen appeared to the collection site personnel to have been tampered with. [40.67(a)]

A re-collection will be required for cases when: 1.) The laboratory reports to the MRO an "Invalid Result", or 2.) The laboratory reports to the MRO the result as "Rejected for Testing", or 3.) The laboratory's test of the primary specimen is positive, adulterated, or substituted and the split specimen is unavailable for testing. [40.201]

If an employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection site personnel must discontinue the collection. The collector must fax copies of the custody and control form to the MRO and the employer within 24 hours or the next business day. The employer, after consulting with the MRO, will direct the employee to obtain, within five working days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. The MRO will provide the following information to the examining physician: 1.) That the employee was required to take a DOT drug test, but was unable to provide a sufficient amount of urine to complete the test, 2.) The consequences of the appropriate DOT agency regulation for refusing to take the required drug test, 3.) That the referral physician must agree to follow the requirements of: a.) As a referral physician conducting the investigation, recommend that the MRO make one of the following determinations:

- i.) A medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine,
- ii.) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, b.) For the purposes of this examination, a medical condition an ascertainable physiological condition (e.g. urinary system dysfunction) or a medically documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration, c.) The referral physician must provide a written statement of his/her recommendations and the basis for them to the MRO, d.) If the referring physician determines in the case of a pre-employment test that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, the referring physician must set forth his/her determination and the reasons for it in the written statement to the MRO. 4.) The MRO consider and assess the referral physician's recommendations in making his/her determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. If the MRO reports to the employer that the test is cancelled, then no further action is taken with respect to the employee and the employee remains in the random testing pool. [40.193(b)-(d)]

An initial drug screen will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on each urine 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.

Each primary specimen must be tested for creatinine, pH, and substances that may be used to adulterate the specimen. [40.207(c)] When the MRO receives a confirmed positive, adulterated, substituted, or invalid test result from laboratory, they must contact the employee directly on a confidential basis to determine whether the employee wants to discuss the test result. If the employee declines to discuss the result, the MRO will verify the test as positive or as a refusal to test because of adulteration or substitution, as applicable. [40.131(a)]

Employees have an obligation to contact the MRO, as directed by the reasonable efforts (a minimum of three attempts reasonably spaced over a 24 hour period) to contact the employee by the employer. [40.131(d)(2)]

Employees may be required to undergo physical evaluations at the direction of the MRO as a part of this verification process. [40.135(c)]

The MRO must report drug test results and medical information learned as part of the verification process to third parties without the employee's consent if the MRO determines in their reasonable medical judgment that: 1.) The information is likely to result in the employee being determined to be medically unqualified under an applicable DOT agency regulation, 2.) The information indicates that continued performance by the employee of his or her safety-sensitive function is likely to pose a significant safety risk. The third parties to whom the MRO is authorized by regulation to provide information include the employer, a physician or other health care provider responsible for determining the medical qualifications of the employee under an applicable DOT agency safety regulation, a SAP evaluating the employee as part of the return to duty process, a DOT agency, or the National Transportation Safety Board in the course of an accident investigation. [40.327(a)&(b)]

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved testing device operated by a trained technician. 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. The confirmatory test will be performed using a NHTSA-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for eight hours unless a retest results in a concentration measure no greater than 0.02.

As an employee, you are considered to have refused to take an alcohol test if you: 1.) Fail to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer, ,(except for pre-employment) or 2.) Fail to remain at the testing site until the testing process is complete, or 3.) Fail to attempt to provide a saliva or breath specimen, as applicable, for any test required, or 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, or 5.) Fail to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures, or 6.) Fail to sign the certification at Step 2 of the ATF (alcohol testing form). [40.261(a)]

As an employee, if you refuse to take an alcohol test, you incur the same consequences under DOT regulations as those for a violation of those regulations. [40.261(b)]

The inability to perform safety-sensitive duties due to an alcohol test result of greater than 0.02 but less than 0.04 will be considered an unexcused absence subject to transit system disciplinary procedures. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 654 for safety-sensitive employees. *Alcohol test refusal is punishable by disciplinary action up to and including discharge in accordance with established work rules. [Work rule]*

Any safety-sensitive employee that has a confirmed positive alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment. A positive drug and/or alcohol test will also result in disciplinary action up to and including termination in accordance with established work rules. The transit system affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

a. Employee Requested Testing

Any safety-sensitive employee who questions the results of a required drug test under paragraphs 6.2 through 6.7 of this policy may request that the split sample be tested. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test

invalidates the result of the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. A safety-sensitive employee may volunteer for a breath alcohol test subsequent to an accident. *(Local policy)*

b. Pre-Employment Testing

All safety-sensitive position applicants shall undergo urine drug testing immediately following the offer of employment or transfer into a safety-sensitive position. Receipt by the transit system of a negative drug test result is required prior to employment. Failure of a pre-employment drug test will disqualify an applicant for employment and the applicant will be referred to an SAP (Substance Abuse Professional for assessment. The cost for any assessment and any subsequent treatment will be the sole responsibility of the individual. *Additionally, all safety-sensitive position applicants will provide written consent to allow for Shoreline Metro to request information about the employee from prior employers for the period during the two years before the date of the employee's application or transfer in the following areas: 1.) Alcohol tests with a result of 0.04 or higher alcohol concentration, 2.) Verified positive drug tests, 3.) Refusals to be tested (including verified adulterated or substituted drug test results), 4.) Other violations of DOT agency drug and alcohol testing regulations and, 5.) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests).*

If the previous employer does not have information about the return-to-duty process (e.g. an employer who did not hire an employee who tested positive on a pre-employment test), Shoreline Metro must seek to obtain this information from the employee. If the employee refuses to provide written consent for information, Shoreline Metro must not permit the employee to perform safety-sensitive functions. [40.25(a),(b)&(g)]

Individuals hired for safety-sensitive positions who had a positive drug and/or alcohol test with a prior employer in the past two years, received a negative result on the Shoreline Metro pre-employment drug test and have not successfully completed a treatment program as evidenced by a return to duty statement from an SAP followed by a negative return-to-duty test, must successfully complete SAP directed treatment at their own expense, receive a return to duty recommendation from a SAP and complete a negative return-to-duty test before assuming safety-sensitive duties with Shoreline Metro. Such new/transferred safety-sensitive employees will be subject to follow-up testing as recommended by the SAP. (Local policy) Any falsification of information in an application or interview for employment, including, but not limited to, information concerning prior DOT mandated drug and alcohol tests, will be grounds for immediate dismissal from employment. (Work rule)

Should a safety-sensitive employee or applicant be unavailable to perform job duties for a period of ninety (90) days or more, and was removed from the random pool, the employee will be required to submit to a pre-employment drug screen and produce a negative result, prior to returning to their safety-sensitive job duties. Employee's transferring into a safety-sensitive position will be required to submit and pass a pre-employment drug test prior to the transfer.

When an employee is notified, he or she must proceed immediately to the collection site. *Immediately* means that after notification, all the employee's actions must lead to an immediate specimen collection.

c. Reasonable Suspicion Testing

All safety-sensitive employees may be subject to urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations, concerning the appearance, behavior, speech or

body odor of the safety-sensitive employee. A safety-sensitive employee shall be subject Reasonable alcohol testing only “just prior to performing safety sensitive duties, while performing safety-sensitive duties and just after the employee has ceased performing safety sensitive duties.

Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse.

d. Post-Accident Testing

All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in an accident with a Shoreline Metro vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. This includes all surviving safety-sensitive employees that are operating in the vehicle and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage. Required non-fatal post-accident testing will be required unless the employer determines, using the best information available at the time of the decision to test, that the employee's performance can be completely discounted as a contributing factor to the accident

Following an accident, the safety-sensitive employees will be tested as soon as possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. A safety-sensitive employee involved in an accident may volunteer for a breath alcohol test subsequent to that accident.

Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and treated as if they had a positive test result. Justifiable means “ An employee may leave the scene of an accident to receive necessary medical treatment or to obtain assistance in responding to the accident or to obtain medical assistance for the injured.” Employees tested under this provision will include not only the operations personnel, but any other covered employee whose performance could have contributed to the accident.

e. Random Testing

Employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random drug and alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year. Two testing pools will be established, one for alcohol testing and one for drug testing.

f. An observed collection is required when:

1. The employer or DER directs the collector (or collection site) to conduct a collection under direct observation.
Note: The employer is required to conduct a directly observed collection when:
2. The laboratory reports an invalid specimen and the MRO reports that there was not an adequate medical explanation for the result.
3. Because the split specimen test could not be performed (e.g., split lost, inadequate volume).

4. The MRO reports a negative-dilute result with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.
5. The test is a return-to-duty or follow-up test.

Note: An employee may not “volunteer” to have his or her specimen collected under direct observation.

1. The collector observed materials brought to the collection site or the employee’s conduct clearly indicated an attempt to tamper with a specimen.
2. The temperature on the original specimen was out of range or the specimen appeared to have been tampered with.

Note: The collector may serve as the observer when the collector is the same gender as the employee. If not, the collector must call upon another individual (who is the same gender as the employee) to act as the observer. The collector must verbally instruct the observer as to the procedures the observer must follow and specifically inform the observer not to take the specimen from the employee, but have the employee bring it to the collector. It is recommended that the collector have a short written outline of the procedures to be used for an observed collection, review these procedures with the observer, and provide a copy of the written procedures to the observer, if the observer requests it.

An observed collection is conducted in the following manner:

1. The collector must explain to the employee why a directly observed collection is being conducted. If the directly observed collection is requested by the employer, the collector may state the reason (if known) or may only state that the employer requested a directly observed collection.
2. The collector must complete a new CCF for the directly observed collection and mark the “reason for test” block (Step 1) the same as for the first collection (unless it is a return-to-duty or follow-up test).
3. The collector then checks the “Observed, (Enter Remark)” box and enters the reason in the “Remarks” line (Step 2) and the name of the observer if it is someone other than the collector.
4. In a case where two sets of specimens are being sent to the laboratory because of suspected tampering with the first specimen, the collector enters on the “Remarks” line of the CCF (Step 2) for each specimen a notation to this effect (e.g., collection 1 of 2, or 2 of 2) and the CCF specimen ID number of the other specimen.
5. The collector, if the same gender as the employee, or the same gender observer enters the restroom or facility where urination occurs with the employee. The observer must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh; and to show the observer – by turning around – that the employee does not have a prosthetic device. After the observer has determined that the employee does not have such a device, the observer may permit the employee to return clothing to its proper position and then conduct the observed collection.

g. Return-to-Duty Testing

All safety-sensitive employees who previously tested positive on a drug or alcohol test must test negative not in excess of 0.02 for alcohol and be evaluated and released to duty by the Substance Abuse Professional before returning to work.

h. Follow-Up Testing

Safety-sensitive employees will be required to undergo frequent, unannounced, random urine and/or breath testing following their return to duty. The follow-up testing will be performed for a period of one to five years as determined by a Substance Abuse Professional with a minimum of six tests to be performed the first year.

i. Blind Performance Testing

Shoreline Metro is required (*when employing 2,000 or more DOT covered employees*) [40.103] to submit *one* quality control specimen to the laboratory for every 100 employee specimens sent for testing, up to a maximum of 50 blind samples per quarter. [40.103] These specimens are called blind performance tests because the laboratory does not know that they are quality control specimens rather than actual employee specimens.

The blind quality control specimens must not be distinguishable from employee specimens. Blind quality control specimens can either be blanks (negatives) or spikes (positive). If a laboratory reports a positive on a quality control specimen that was a blank (negative), Shoreline Metro will notify the FTA immediately. If a laboratory reports a negative on a quality control specimen that was a spike (positive), Shoreline Metro will notify the laboratory and attempt to discover the cause of the error. Repeated false negative errors will be reported to the Federal Transit Administration

VII. EMPLOYMENT ASSESSMENT

Any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, or refuse a drug or alcohol test, will be referred for evaluation by a Substance Abuse Professional (SAP). *A list of substance abuse professionals is attached.* The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

Assessment by a SAP or participation in the company's Employee Assistance Program does not shield an employee from disciplinary action or guarantee employment or reinstatement with the transit system. The Shoreline Metro Disciplinary Code should be consulted to determine the penalty for performance-based infractions and violation of policy provisions.

If a safety-sensitive employee is allowed to return-to-duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must have negative return-to-duty drug and alcohol tests, and be subject to unannounced follow-up testing for a period of one to five years. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider.

Employees will be allowed to take sickness and accident insurance benefits/sick leave, where applicable, and accumulated vacation leave to participate in the prescribed rehabilitation program.

VIII. RE-ENTRY CONTRACTS

Employees who re-enter the workforce must agree to a re-entry contract. That contract may include (but is not limited to):

1. A release to work statement from the Substance Abuse Professional.
2. A negative test for drugs and/or alcohol.
3. An agreement to unannounced frequent follow-up testing for a period of one to five years with at least six tests performed the first year.
4. A statement of work-related behaviors.
5. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.

6. The re-entry constitutes the first and final opportunity for re-employment under this policy for a five year period as of the contract date.

7. The first and final re-entry for re-employment under this policy will be with restored seniority and no loss of accrued benefits.

IX. SYSTEM CONTACT

Any questions regarding this policy or any other aspect of the drug free and alcohol-free transit program should contact the following transit system representative:

Program Manager:

Roland Knorr
Shoreline Metro
608 S Commerce Street
Sheboygan, WI 53081
Phone: (920) 459-3281
FAX: (920) 459-0231

Employee Assistance Program:

Aurora Health Care
2640 N 6th Street
Sheboygan, WI 53081
Phone: 800-236-3231

Designated Employer Representative:

Roland Knorr
Shoreline Metro
608 S Commerce Street
Sheboygan, WI 53081
Phone: (920) 459-3281
FAX: (920) 459-0231

Medical Review Officer:

Stuart B. Hoffman MD FACP
First Advantage MRO Services
480 Quadrangle Dr. STE D
Bolingbrook, IL 60440
Phone: 888-794-6574
FAX: 866-355-1297

Substance Abuse Professional:

Peter Moran
Aurora Medical Center
2640 N 6th St.
Sheboygan, WI 53081
Phone: 800-236-3231

X. SHORELINE METRO SAFETY SENSITIVE FUNCTIONS & SUBSTANCE ABUSE POLICY PERSONNEL

Director *(If performs dispatch functions)*

Operations Supervisor *(If performs dispatch or driver functions)*

Dispatcher *(If performs dispatch or driver functions)*

Maintenance Supervisor

Full-Time Bus Drivers

Part-Time Bus Drivers

Paratransit Bus Drivers

Mechanic

Hostler

Contract Personnel:

Security personnel carrying firearms

Bus drivers *(If applicable)*

Policy approved by the Sheboygan Transit Commission in revised form on November 22, 2016 to become effective on January 1, 2017.

APPENDIX A

LIST OF SUPERVISORS & OTHER OFFICIALS RESPONSIBLE FOR REASONABLE SUSPICION TESTING DECISIONS

- 1) Director of Transit & Parking
- 2) Operations Supervisor – AM
- 3) Operations Supervisor – PM
- 4) Dispatcher

APPENDIX B

FORM REQUESTING DRUG & ALCOHOL TESTING HISTORY OF APPLICANTS



CONSENT - RELEASE OF INFORMATION
PREVIOUS EMPLOYERS – FEDERAL & STATE REGULATIONS

SECTION 1: TO BE COMPLETED BY APPLICANT

DATE: _____ Social Security Number: _____

I, _____, hereby authorize _____ to release all information on my alcohol/controlled substance testing/training records to the Shoreline Metro Director of Transit & Parking, in accordance with 49 CFR Part 40.25:

“Records shall be made available to subsequent employer upon receipt of a written request from the covered employee. Subsequent disclosure by the employer is permitted only as expressly authorized by the terms of the covered employee’s request. An employer shall release information regarding a covered employee’s record as directed by the specific written consent of the employee authorizing release of information to an identified person.”

Did you ever apply for an be refused employment due to refusal to test, failure to test or adulteration of specimen? YES NO

Signature of Applicant: _____

SECTION 2: TO BE COMPLETED BY PREVIOUS EMPLOYER #1 (MOST RECENT)

The above referenced individual has applied for employment with the City of Sheboygan and has given your name as a former employer. The individual, if hired, will be required to operate a commercial motor vehicle. In accordance with regulations promulgated by the U.S. Department of Transportation, the City of Sheboygan is entitled to obtain Alcohol and Controlled Substance Testing information for this individual from previous employers.

While employed by your company, has the above mentioned individual:

- Submitted to an Alcohol Test and the results indicated a concentration greater than zero? YES NO
- Submitted to a Controlled Substance Test with a positive test result? YES NO
- Refused to submit to an Alcohol or Controlled Substance test? YES NO
- If the individual had an positive test results, did the individual complete all SAP recommended program requirements and follow-up testing? YES NO

Completed by: _____ Date: _____

Position Title: _____ Phone: _____

Your cooperation is appreciated. Please return this completed form to:
Shoreline Metro, 608 S Commerce Street, Sheboygan, WI 53081
You may fax confidentially to (920) 459-0231. Thank you in advance for your assistance.

APPENDIX C

POST ACCIDENT DECISION FORM



Post-Accident Drug & Alcohol Testing Document

Accident Details

Accident Date:		Operator Name:		Badge Number:		Classification: DRIVER	
Accident Location:				Nearest Cross Street:			City:
Vehicle Number:		Route:	Run Number:	Time: : AM PM	Direction Traveling:		Number of Passengers on Board:

Drug and Alcohol Testing

Employee was given a drug and/or alcohol test: Yes (Complete remainder of form) No (Did not meet criteria, STOP)

Drug and Alcohol test **MUST** be performed as a result of: (Check appropriate box)

- FATALITY** – Occurrence associated with the operation of a vehicle where an individual dies.
- INJURIES** – One or more individuals including driver receive medical treatment away from the scene of the accident and transported immediately from the scene of the accident.
- DISABLING DAMAGE** – One or more vehicle(s) suffered disabling damage and required towing from the scene of the accident.
- SUPERVISOR DECISION** - Using the information available, the covered employee's performance cannot be completely discounted as a contributing factor to the accident.
- REASONABLE SUSPICION** – Specific observations by the supervisor concerning the employee's current appearance, behavior, speech, and smell (eyes, breathe, disorientation, slurred words, etc).

Test Conducted: Alcohol Date _____ Time _____ : _____ AM PM

Drug Date _____ Time _____ : _____ AM PM

Alcohol test was performed within (2) two hours from the time of the accident: Yes No (Please explain below)

Alcohol test was performed within (8) eight hours from the time of the accident: Yes No (Please explain below)

Drug test was performed within (32) thirty two hours from the time of the accident: Yes No (Please explain below)

Please explain: _____

Additional Supervisor Comments: _____

Supervisor Signature: _____ Date: _____

APPENDIX D**DRUG-FREE WORKPLACE****DRUG-FREE WORKPLACE ACT**

As a federally funded agency, Shoreline Metro is required to comply with the provisions of the Drug-Free Workplace Act of 1988. Shoreline Metro receives federal funds from the Federal Transit Administration (U.S. Department of Transportation).

Disciplinary action up to and including termination will result for any Shoreline Metro employee found in the workplace in any of the following activities:

- Manufacture of a controlled substance;
- Dispensing of a controlled substance;
- Possession of a controlled substance;
- Use of a controlled substance;

Any Shoreline Metro employee convicted for a violation of a criminal drug statute occurring in the workplace must notify Shoreline Metro, in writing, of the conviction no later than five (5) calendar days after such conviction.

All Shoreline Metro employees will abide by the terms of this notice required by the Drug-Free Workplace Act of 1988.



2016 COST ALLOCATION PLAN

As adopted by the Transit Commission on November 22, 2016

HISTORY:

Original Draft: September 2015

Latest Update: November 2016

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A. INTRODUCTION

This Cost Allocation Plan has been developed for the Shoreline Metro service area Sheboygan Urbanized Area direct response to Federal and State requirements. This plan reflects cost elements developed in accordance with the actions and policies of Shoreline Metro and the City of Sheboygan Transit & Parking Commission. A detailed Indirect Cost Proposal (part II of this report) has been prepared in accordance with applicable policies and procedures.

B. PURPOSE

The purpose of the Cost Allocation Plan is to identify how all elements of cost, including indirect cost, will be developed and calculated by Shoreline Metro. It will also describe the procedures and principles that directly facilitate the development of Provisional Indirect Cost rates on a Fiscal Year basis.

C. ORGANIZATION BACKGROUND

The Sheboygan Transit System was formed in 1973 to advance the current and future well being of the Sheboygan metropolitan community by bringing together area local governments to cooperatively advocate, plan for, and coordinate the provision of cost-effective services and infrastructure investments that have area wide impact.

Transportation needs of the region have become a priority focus due to the requirements by the federal government that the area conducts more comprehensive regional transportation planning and to alleviate air pollution. The City of Sheboygan designates Bay-Lake Regional Planning Commission as the designated Metropolitan Planning Organization for the Sheboygan Urbanized area. Bay-Lake has been utilized for the purpose of encouraging a cooperative, comprehensive, and continuing process among neighboring governmental units on all matters that have community impact. The organizational structure is described in Section D of this document.

Sheboygan Transit System was renamed originally as Lakeshore Metro in 2011 but due to a legal lawsuit, the name was modified to Shoreline Metro. The name change designated the system as being larger and more comprehensive than just the City of Sheboygan. The City of Sheboygan Falls and Village of Kohler are also a part of the coordinated transportation effort for both fixed route and paratransit services. Additional areas of Sheboygan County including the City of Plymouth, Village of Oostburg and Town of Sheboygan receive specialized transportation services for elderly and disabled individuals.

Shoreline Metro is governed by the City of Sheboygan Transit & Parking Commission consisting of nine (9) committee members. Three (3) committee members are members of the City of Sheboygan Common Council, three (3) committee members are appointed by the Mayor as citizen members, and three (3) committee members are City Department Heads: Police Chief, Director of Planning and the Mayor of Sheboygan.

Funding for Shoreline Metro includes the following:

- Section 5307 Funds: Federal Transit Administration (FTA)
- State Chapter 85.20 Funds, WisDOT
- Farebox Revenues
- Local Funding Match: Participating Municipalities

D. ORGANIZATIONAL STRUCTURE & FUNCTIONAL RESPONSIBILITIES

Shoreline Metro has a staff of 65 individuals in various capacities including administration, operations, and maintenance. These individuals report to one of two Operations Supervisors who then report to the Director of Transit and Parking.

The Parking Utility has a staff of 15-20 including lot attendants, maintenance and seasonal staff. All individuals in the Parking Utility report to the maintenance tech who then reports to the Director of Transit & Parking.

Director of Transit & Parking

The Director of Transit & Parking for the City of Sheboygan reports directly to the Sheboygan Transit & Parking Commission is charged with the management and conduct of the overall day-to-day activities of the transit and parking utility areas for the City of Sheboygan including operations, finances, reporting, personnel and marketing. The Director is also overseen by the Chief Administrative Office (CAO) for the City of Sheboygan.

Operations Supervisors

Shoreline Metro employs two (2) Operations Supervisors to oversee the day-to-day operations of the fixed route and paratransit services. All administrative, operational and Lead Maintenance staff report to these Supervisors.

Lead Mechanic

Shoreline Metro employs a Lead Mechanic to oversee the day-to-day maintenance activities and assist in such items as procurement, inventory, budgets, and reports. This position oversees mechanics, cleaners and hostlers of Shoreline Metro.

ADA Coordinator

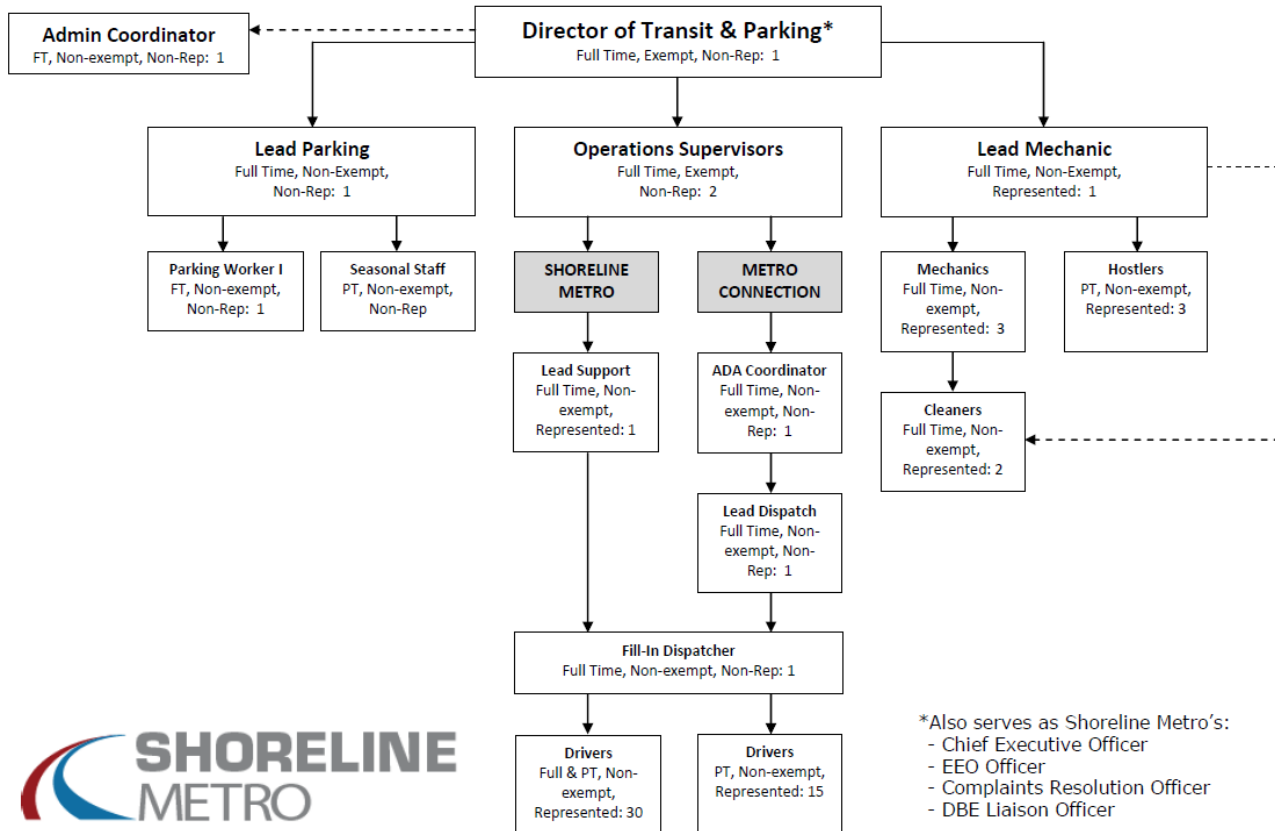
This position is responsible for performing nearly all clerical/administrative duties for Metro Connection, specialized transportation programs including paratransit services. This position oversees the day-to-day activities of the specialized transportation programs including dispatching, certifications, and application process. This position reports to an Operations Supervisor.

Other Staff

Shoreline Metro also employs various other staff including a Lead Dispatcher for paratransit services, an Administrative Coordinator, and a Lead Support/Travel Trainer. Please see the organizational chart in Diagram 1.

Table of Organization – Transit & Parking Utility

City of Sheboygan
Updated 5/17/16



E. FULLY ALLOCATED COST PLAN METHODOLOGY

The 2015 cost plan was prepared using a model consistent with previous years. This model follows the guidelines for public transit providers in the *Fully Allocated Cost Analysis*, published by the United States Department of Transportation. The principle underlying fully allocated costing analysis is that the total cost incurred in producing a single product or in delivering a specific service should be attributed to that product or to that service. The fully allocated cost of a specific product or service includes both:

- 1) The direct costs of the labor, capital, and material resources used exclusively in the delivery of the service, and
- 2) A portion of the shared costs of the administrative labor, capital, and material resources used in the production of the range of services.

F. COMPONENTS OF A FULLY ALLOCATED COST ESTIMATE

The costs associated with the delivery of transit service include the following:

- Fixed Costs, which are constant over very large increments of service and, therefore, do not vary with small changes in the level of transit service. Examples of fixed costs include most administrative labor cost, facility-related capital costs, and materials and supplies costs other than those costs incurred directly to support revenue service.

- Variable Costs, which normally vary with the level of transit service provided. Variable costs include driver wages and vehicle fuel costs, which vary directly with level of service.

A fully allocated costing analysis recognizes that both fixed and variable resources contribute to the delivery of transit service. A fully allocated cost estimate, therefore, represents a complete accounting of all the labor, capital, and material resources used in the delivery of transit service.

- All costs are based on projected expenses for the fiscal year 2015. The cost per hour calculated for fiscal year 2015 was adjusted by 5 percent for use during fiscal year 2015. The computed cost per hour is used to establish the total cost per route for the previous year.

G. FULLY ALLOCATED COST BY FORMULA

The fully allocated cost by formula model utilizes three allocation variables. Fixed Route operations account for 88% of expenses while paratransit services account for just 12% of operational expenses. Direct and indirect costs are associated to each service based on this percent breakdown. Allocation of service to the City of Sheboygan Falls and Village of Kohler are allocated on route miles, since the number of miles operated reflects the exposure of vehicles to wear and the rate of fuel consumption. The following table shows the fully allocated cost by formula for fiscal year 2015 along with a five-year projection including 2% each year for inflation and cost increases (Route 20 services the City of Sheboygan Falls and Village of Kohler):

Exhibit A

ROUTE MILES (FR ONLY)	2015	2016	2017	2018	2019
Route 20 (6.2%)	49,186	49,186	49,186	49,186	49,186
Village of Kohler					
All Routes	660,040	660,040	660,040	660,040	660,040
REVENUE HOURS (FR ONLY)	2015	2016	2017	2018	2019
Route 20 (6.6%)	2,730	2,730	2,730	2,730	2,730
All Routes	41,886	41,886	41,886	41,886	41,886
BUDGET EXPENSES	2015	2016	2017	2018	2019
ADMINISTRATION	570,495	581,905	593,543	605,414	617,522
MAINTENANCE	661,587	674,819	688,315	702,081	716,123
FIXED ROUTE OPERATIONS	2,181,849	2,225,486	2,269,996	2,315,396	2,361,074
PARATRANSIT OPERATIONS	741,206	756,030	771,151	786,574	802,305
TOTAL	4,155,137	4,238,240	4,323,005	4,409,465	4,497,654
TOTAL – FIXED ROUTE EXPENSES (88%)	3,413,931	3,482,210	3,551,854	3,622,891	3,695,349
TOTAL – PARATRANSIT EXPENSES (12%)	741,206	756,030	771,151	786,574	802,305

Exhibit B

BUDGET REVENUES	2015	2016	2017	2018	2019
FIXED ROUTE FARES	425,000	425,000	425,000	425,000	425,000
PARATRANSIT FARES	340,000	340,000	340,000	340,000	340,000
MISC REVENUES	158,470	150,000	150,000	150,000	150,000
TOTAL					
CONTRA EXPENSE REVENUES	2015	2016	2017	2018	2019
INSURANCE REBATE	28,588	28,588	28,588	28,588	28,588
SECTION 85.205	41,824	41,824	41,824	41,824	41,824
	2015	2016	2017	2018	2019
RECOGNIZED REVENUES	894,882	894,882	894,882	894,882	894,882
RECOGNIZED OPERTING DEFICIT	3,189,843	3,253,640	3,318,713	3,385,087	3,452,788
ESTIMATED FEDERAL/STATE SHARE	2,270,290	2,305,749	2,275,341	2,311,183	2,347,742
PROJECTED LOCAL SHARE	919,553	947,891	1,043,372	1,073,904	1,105,046

Each item of cost will be reviewed by the Director to determine if it benefits a specific municipality. If not it will be accumulated in the indirect cost pool. Total indirect costs for the fiscal year are simply the sum of the scheduled costs for all of the separate elements. All payroll costs other than administration and maintenance will be charged as direct expenses. Fringe Benefit costs are based on direct payroll costs. These costs are outlined on the following page.

H. METHOD OF CALCULATION

Shoreline Metro uses mileage as its basis for calculating annual expenses associated with each of the participating municipalities a part of the Shoreline Metro transit system. This method provides for the equitable distribution of indirect costs as accrued by Shoreline Metro and Metro Connection.

Exhibit C

TOTAL MILES	2015	2016	2017	2018	2019
Village of Kohler (36%)	15,862	19,619	19,619	19,619	19,619
City of Sheboygan Falls (64%)	27,620	29,567	29,567	29,567	29,567
TOTAL	49,186	49,186	49,186	49,186	49,186

Service to the Village of Kohler and City of Sheboygan Falls represents 7.5% of expenses incurred to Shoreline Metro for fixed route and paratransit services, or \$68,966 of the computable local share breakdown.

Further, of the \$68,966, 36% is attributable to the Village of Kohler and 64% is attributable to the City of Sheboygan Falls based on route mileage as illustrated in Exhibit D.

Exhibit D

LOCAL SHARE BREAKDOWN	2015	2016	2017	2018	2019
Village of Kohler (36%)	23,681	25,593	28,171	TBD	TBD
City of Sheboygan Falls (64%)	42,099	45,499	50,082	TBD	TBD
City of Sheboygan	490,842	524,845	613,165	TBD	TBD
Sheboygan County	320,438	309,461	309,461	TBD	TBD
HUD Grant	42,493	42,493	42,493	TBD	TBD
TOTAL	919,553	947,891	1,043,372	1,073,904	1,105,046

I. OPERATING STATISTICS FOR SHORELINE METRO*Exhibit E*

FIXED ROUTE	2015	2016	2017	2018	2019
Operating Ratio (Rev/Exp)	4.64	4.74	4.83	4.93	5.03
Expense per Revenue Hour	81.50	83.14	84.80	86.49	88.22
Expense per Revenue Mile	5.17	5.28	5.38	5.49	5.60
Passengers per Revenue Hour	12.43	12.68	12.94	13.20	13.46

PARATRANSIT	2015	2016	2017	2018	2019
Expense per Revenue Hour	38.03	38.79	39.56	40.36	41.16
Expense per Revenue Mile	10.53	10.74	10.96	11.17	11.40
Passengers per Revenue Hour	2.29	2.4	2.4	2.4	2.4

**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION
PLANNING FOR THE SHEBOYGAN, WISCONSIN METROPOLITAN AREA**
between
STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION
and the
BAY-LAKE REGIONAL PLANNING COMMISSION
and the
SHORELINE METRO TRANSIT SYSTEM
(Transit Operator)

This Cooperative Agreement is made and entered into between the State of Wisconsin Department of Transportation ("WisDOT"), the **BAY-LAKE REGIONAL PLANNING COMMISSION** Metropolitan Planning Organization ("MPO"), and the **SHORELINE METRO** Transit System, the operator of publicly owned transit services ("Transit Operator").

Recitals Section

WHEREAS, various federal grants and aids are available to WisDOT and/or the MPO, and various state grants and aids are available to the MPO for carrying out metropolitan transportation planning activities; and

WHEREAS, WisDOT is authorized by Sec. 85.02, Wis. Stats. to direct, undertake and expend state and federal aid for planning, promotion and protection activities for all transportation modes; and

WHEREAS, the Governor of Wisconsin and local communities within the **SHEBOYGAN** Urbanized Area, through their authorized representatives, have jointly designated the MPO to carry out metropolitan transportation planning activities for the Metropolitan Planning Area; and

WHEREAS, the Transit Operator provides mass transportation services within the **SHEBOYGAN** Metropolitan Planning Area; and

WHEREAS, the Transit Operator is the designated recipient in the Urbanized Area for federal transit operating aids under Section 5307 of the Federal Transit Act, as amended; and

WHEREAS, metropolitan transportation planning activities come under the jurisdiction of the U.S. Department of Transportation Federal Highway Administration and Federal Transit Administration ("USDOT") and are subject to the metropolitan planning requirements of 23 U.S.C. 134, section 5303 of the Federal Transit Act and implementing regulations at 23 C.F.R. 450; and

WHEREAS, the MPO, WisDOT and USDOT in consultation with the appropriate transportation providers enter into an annual unified planning work program ("Planning Work Program") as detailed in Article III Scope of Work of this agreement; and

WHEREAS, Metropolitan Planning Area boundaries for purposes of the federal planning provisions have been determined by agreement between the MPO and the Governor;

NOW THEREFORE, in consideration of these premises, and of their mutual and dependent needs, the parties hereto contract and agree as follows:

Article I: Statement of Purpose

WisDOT and the MPO, in cooperation with the Transit Operator, shall cooperatively undertake a continuing, cooperative, and comprehensive performance-based multimodal transportation planning and programming process for the Metropolitan Planning Area in accordance with state and local goals for metropolitan planning, the provisions of 23 USC 134, 49 USC 5303, and 23 CFR 450, and in accordance with the provisions of this Agreement.

Article II: Overall Responsibilities

- A. The **MPO** shall be responsible for and shall be the lead agency in conducting the following transportation planning and programming activities pursuant to 23 CFR 450 and FTA Circular 4702.1B:
1. Formulating, adopting and periodically reviewing, updating and amending a long-range multimodal transportation plan for the Metropolitan Planning Area, which shall conform to all applicable Federal requirements;
 2. Formulating and approving a short-range Transportation Improvement Program (TIP) for the Metropolitan Planning Area which shall cover a period of not less than 4 years and must have 4 years of projects and may include projects outside the Planning Area for information only. The TIP will provide a notice to the public that the public participation process used for its development meets the public participation requirements for the program of projects prepared by transit operators under 49 U.S.C. 5307;
 3. Assisting and participating with updating a mid-range (3-5 year) transit development program (TDP) in cooperation with the Transit Operator. This plan shall include, but not be limited to, transit system policies and service demands, transit service reductions and extensions, transit fares, and transit system capital facility needs;
 4. Coordinating short-range (e.g, TIP), mid-range (3-5 year) and long-range transit planning and programming with other transportation planning and programming, with cooperation and assistance from the Transit Operator;
 5. Providing a forum for cooperative transportation planning and decision-making, and establishing a public participation process that ensures reasonable

- opportunities for early and continuing involvement of individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators and employer-based commuting programs, such as carpool programs, vanpool programs, transit benefit programs, parking cash-out programs, shuttle programs or telework programs), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties in the review and evaluation of all transportation plans and programs, the latter to include special outreach efforts to those traditionally underserved by existing transportation systems;
6. Considering and implementing WisDOT transportation plans and planning guidance to the fullest extent consistent within local and regional goals;
 7. Making data, assumptions, criteria, methodology, and analyses available to WisDOT and other participants in a timely manner;
 8. Providing WisDOT with copies of all transportation plans and programs and all resolutions concerning their adoption, endorsement, or amendment;
 9. Providing WisDOT with an annual self-certification that the MPO's transportation planning process conforms to all applicable Federal requirements pursuant to 23 CFR 450;
 10. Complying with the Americans with Disabilities Act of 1990 plan certification procedures as required in 49 CFR 37.139;
 11. In air quality nonattainment and maintenance areas,
 1. Assessing the conformity of the Metropolitan Planning Area long-range transportation plan and TIP with the Wisconsin State Implementation Plan for air quality management; and
 2. Conducting such additional air quality related transportation planning and analyses as shall be determined under a separate Memorandum of Agreement between the MPO, WDNR, WisDOT, USEPA, FHWA and FTA implementing the Clean Air Act s. 176(c)(4)(E) requirements for a state conformity implementation plan;
 12. Formulating and annually approving the Planning Work Program, which shall identify all transportation-related planning activities to be funded with state and federal financial aids and technical assistance in accordance with the provisions of this Agreement and the time schedule adopted by WisDOT;
 13. Cooperatively establishing all federally required MPO performance targets, sharing performance data and preparing system performance reports in

coordination with WisDOT and the Transit Operator (based on FHWA and FTA performance measure final rules publications); and the collection of data for state asset management plan per applicable federal regulations;

14. Maintaining a current Title VI Program as required by Federal Transit Administration's Title VI Circular 4702.1B in addition to the following:
 1. Completing an annual report denoting any Title VI Investigations, Complaints and Lawsuits or reporting that there had been none within the preceding year;
 2. Reporting Title VI activities annually within the Unified Planning Work Program; and
 3. Updating the Title VI Program with approval by the MPO's Policy Board on a three year cycle.
15. Ensuring opportunities for the early and continuing involvement of the MPO, Transit Operator, WisDOT, local governmental units, and the general public in the review and evaluation of all state transportation plans and programs;
16. Working with WisDOT and Transit Operator in the preparation of a financial plan for the transportation plan and transportation improvement program, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan and program; and
17. Working cooperatively with WisDOT and Transit Operator in the preparation of an annual listing of obligated transportation projects funded under 23 U.S.C. or 49 U.S.C. Chapter 53.

B. **WisDOT** shall be responsible for, and shall be the lead agency in conducting, the following transportation planning and programming activities:

1. Actively participating in MPO activities to represent the state's interests and ensure awareness and consideration of state transportation plans, programs, projects and policies in MPO decision-making;
2. Informing the MPO relative to the availability, or anticipated availability, of State and Federal financial aids and technical assistance for metropolitan transportation planning activities; making all metropolitan planning funds authorized by 23 U.S.C. 104(f) and 49 U.S.C. 5305(d) available to the MPOs in accordance with a formula developed by WisDOT, in consultation with the MPOs, and approved by USDOT;

3. Providing information relative to the availability, or anticipated availability, of State and Federal financial aids for metropolitan transportation improvements and services that fall under local programming jurisdiction;
4. Providing information relative to the proposed programming of State and Federal financial aids for metropolitan transportation improvements and services, which fall under State jurisdiction;
5. Informing the MPO relative to Federal or State statutes, policies, regulations and guidelines, which bear upon metropolitan transportation planning and programming activities and contractual arrangements;
6. Developing statewide strategies and guidance for the preparation and scoping of the metropolitan area transportation system plan, improvement program, and Planning Work Program to address Federal and State planning requirements and goals;
7. Coordinating the development of the schedule and procedures for annual submittal and interagency review (including but not limited to FHWA and FTA) and approval of the Planning Work Program;
8. Providing technical support and data and information collected or maintained by WisDOT that is pertinent to the transportation planning work to be performed by the MPO under this Agreement;
9. Coordinate, review and comment on the MPO's long-range transportation plan, in a timely manner, for use as a guide in statewide planning and programming activities;
10. Approving the MPO TIP on behalf of the Governor;
11. Developing the statewide long-range transportation plan and the Statewide Transportation Improvement Program (STIP) in cooperation with MPO, pursuant to the provisions of 23 U.S.C. 135;
12. Coordinating and reconciling MPO transportation plans and programs with statewide plans and programs as necessary to ensure connectivity within transportation systems, in cooperation with the MPO;
13. Including the metropolitan TIP without change in the STIP, directly or by reference, after approval of the TIP by the MPO and the Governor;
14. Monitoring the MPO's transportation planning process to ensure compatibility with State and USDOT programs and objectives and to certify compliance with applicable Federal requirements;

15. Cooperatively selecting and establishing performance targets, sharing performance data and analysis, supporting monitoring and reporting of system performance in coordination with the MPO and Transit Operators (based on FHWA and FTA performance measure final rules);
16. Ensuring opportunities for the early and continuing involvement of the MPO, Transit Operator, WisDOT, local governmental units, and general public in the review and evaluation of all state transportation plans and programs;
17. Working with the MPO and Transit Operators in the preparation of a financial plan for the transportation plan and transportation improvement program, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan and program; and
18. Working cooperatively with the MPO and Transit Operators in the preparation of an annual listing of obligated transportation projects funded under 23 U.S.C. or 49 U.S.C. Chapter 53.

C. Each **Transit Operator** shall be responsible for and shall be the lead agency in conducting the following transportation planning and programming activities:

1. Actively participating in MPO activities to represent the public transit interests and ensure awareness and consideration of public transit plans, programs, projects and policies in MPO decision-making;
2. Coordination of short-range (e.g, TIP), mid-range (3-5 year) and long-range transit planning and programming (e.g., Transit Development Program) with other transportation planning and programming, with cooperation and technical assistance from the MPO;
3. Providing information relative to the proposed programming of Federal, State and local funds for metropolitan transit system improvements and services that fall under the Transit Operator's jurisdiction;
4. Preparing and submitting applications for State and Federal mass transportation capital and operating assistance grants and administering approved grants;
5. Conducting preliminary engineering and final design studies relating to mass transportation capital facilities, including, but not limited to, transit stations, shelters, bus stop signs, garages, maintenance buildings, operator buildings, and rolling stock;
6. Conducting detailed operational planning necessary to establish or modify transit routes, schedules, fares, stop locations, transfer points, vehicle assignments, and other operating procedures in accordance with the proposals contained in the TDP;

7. Preparing and updating paratransit service plans in conformance with the Americans with Disabilities Act of 1990;
8. Endorsing the MPO metropolitan area transportation plan in a timely manner, for use as a guide in local transit planning and programming activities;
9. Conducting transit marketing planning, including, but not limited to, the conduct of market surveys, the design of user information materials, and the development of transit promotional programs;
10. Conducting transit management planning, including but not limited to, activities related to personnel procedures and training programs, maintenance policies, fare collection and handling procedures, and accounting practices;
11. Collecting data to meet the requirements of 49 U.S.C. 5335;
12. Collecting data to meet the requirements of Wisconsin Administrative Code Trans 3, 4, and 8;
13. Cooperatively selecting and establishing performance targets, sharing performance data and analysis, supporting monitoring and reporting of system performance in coordination with WisDOT and the MPO (based on FHWA and FTA performance measure final rules);
14. Ensuring opportunities for the early and continuing involvement of the MPO, Transit Operator, WisDOT, local governmental units, and general public in the review and evaluation of all state transportation plans and programs;
15. Working with the MPO and WisDOT in the preparation of a financial plan for the transportation plan and transportation improvement program, including the cooperative development of estimates of transportation system costs and funding revenues to support implementation of the plan and program; and
16. Working cooperatively with the MPO and WisDOT in the preparation of an annual listing of obligated transportation projects funded under 23 U.S.C. or 49 U.S.C. Chapter 53.

Article III: Scope of Work

- A. The cooperative metropolitan transportation planning process shall be carried out in accordance with a Planning Work Program approved by the MPO, WisDOT and USDOT, in consultation with appropriate transportation providers have entered into the Planning Work Program, including budget and cost allocation. The Planning Work Program will be reviewed, approved and replaced annually. The original and all approved subsequent Planning Work Programs during the terms of this Agreement

shall be made part of this agreement, which shall constitute the scope of work to be performed under this Agreement.

- B. The Planning Work Program shall set forth a description of the specific metropolitan transportation planning activities and products to be completed each calendar year, the corresponding staff and budgetary requirements, and the allocation of the total costs between the participating agencies. Responsibility for the following planning activities shall be identified in the Planning Work Program, where applicable:
 - 1. Preparing technical and other reports to assure documentation of the development, refinement and reappraisal of the transportation plan; and
 - 2. Conducting detailed corridor or subarea studies to evaluate major transportation investment alternatives and their social, economic and environmental impacts pursuant to 23 CFR 450.
- C. Upon adoption of the Planning Work Program by the MPO and approval by WisDOT and by USDOT funding agencies, WisDOT shall authorize the MPO to proceed with the Planning Work Program in writing, and in accordance with the terms and conditions of such approval.
- D. The Planning Work Program may be amended during the course of the year upon written request of the MPO subject to (1) the written concurrence of WisDOT and USDOT funding agencies, and (2) the availability of funding, if applicable.
- E. The cooperative metropolitan transportation planning process to be conducted under this agreement and governed by the provisions of 23 CFR 450 shall encompass the Metropolitan Planning Area, as determined by agreement between the Governor and MPO.

Article IV: Organization and Administration

- A. The governing body of the MPO shall appoint and maintain such policy, citizen and/or technical advisory committees as deemed appropriate to effectively carry out the comprehensive metropolitan transportation planning process under this Agreement. WisDOT and the Transit Operator shall be represented on such policy and technical advisory committees.
- B. MPO may enter into such institutional arrangements, service contracts or agency agreements as it deems necessary to carry out the scope of work under this Agreement with the understanding that the MPO shall remain accountable for completion of planning products in accordance with the Planning Work Program. All such contracts, subcontracts, agreements or other written understandings for services shall conform to the appropriate provisions of 23 CFR 200 as supplemented by 23 CFR 420.119 issued by the Federal Highway Administration (FHWA); Federal Transit Administration (FTA) Circular 42201.E and any changes or revisions thereto;

and other applicable guidance the FTA, FHWA or USDOT may issue.

- C. When consultants are to be employed in accomplishing work under this Agreement, all parties providing funding or technical support for such work shall have the right to review and advise on basic study methods and procedures and to review and approve subcontracts.
- D. Nothing in this Contract shall be deemed as a waiver of WisDOT's nor the State's sovereign immunity consistent with Wisconsin State law.

Article V: Inspection of Work

WisDOT and USDOT shall, at all times during the effective period of this Agreement, be accorded proper facilities for inspection of the metropolitan transportation planning work activities and shall, in accordance with Article XI, have access to all data, information, records and documents pertaining to the work under this Agreement.

Article VI: Work Product

- A. WisDOT, the MPO and the Transit Operator shall give each other and applicable USDOT agencies reasonable opportunity to review and comment on their respective reports produced under this Agreement prior to publication of the final report.
- B. All reports and documents published by all parties under this Agreement shall give credit to all other parties and to participating USDOT agencies and include appropriate disclaimer statements regarding representation of USDOT views or policies.
- C. WisDOT and USDOT shall each have the royalty-free nonexclusive and irrevocable right to reproduce, publish, distribute, or otherwise use, and to authorize others to use, the work produced under this Agreement for government purposes.

Article VII: Prohibited Interest

- A. No member, officer or employee of the MPO or any state or local public body during his or her tenure or for one year thereafter may have or acquire any interest whatsoever, direct or indirect, in this Agreement or proceeds thereof or any benefit arising therefrom.
- B. No member of or delegate to the Congress of the United States of America may have or acquire any interest whatsoever, direct or indirect, in this Agreement or proceeds thereof or any benefit arising therefrom.

Article VIII: Funding and Payment

- A. Funding levels and financial responsibilities for the continuing metropolitan transportation planning process shall be negotiated annually in conjunction with the preparation, review and approval of the Planning Work Program, and shall consider such factors as the availability of federal planning monies and state and local matching funds, statewide allocation formulas developed in cooperation with MPOs, and the relative benefits to participating agencies.
- B. Upon adoption of the Planning Work Program by the MPO and approval by WisDOT and by USDOT funding agencies, the Planning Work Program shall be deemed to constitute a part of this Agreement with respect to the scope of work and funding arrangements. Specific terms or conditions governing the financial aspects of the Planning Work Program will be set forth in WisDOT's annual authorization letter.
- C. All costs incurred during the progress of the metropolitan transportation planning work activities under this Agreement shall be shared by the MPO and the other participating agencies on the basis of the cost allocation schedule set forth in the approved Planning Work Program.
- D. WisDOT's share of program costs, together with any USDOT share, which is administered by WisDOT, will be paid to the MPO following the receipt of a properly executed invoice, and a detailed status of expenditures report per WisDOT Unified Planning Work Program Handbook.
- E. Progress reports containing a narrative and financial account of the work accomplished to date shall be furnished by MPO to WisDOT at a bimonthly interval. These reports shall be due 30 days after the end of the bimonthly interval.
- F. WisDOT may withhold or delay approval of invoices if the MPO fails to submit progress reports or scheduled products in a timely and satisfactory manner. WisDOT shall provide reimbursement to the MPO within 15 business days so as to comply with federal planning requirements for the timely payment for all submitted and approved progress reports, finished products, and invoices.

Article IX: Cost Principles

- A. Allowable Costs. Actual costs incurred by MPO under this Agreement shall be eligible for reimbursement provided the costs are:
 - 1. Verifiable from the MPO's records;
 - 2. Not included as match funds as prescribed by federal law or regulation for any other federally assisted program;
 - 3. Necessary and reasonable for proper and efficient accomplishment of the

- approved Planning Work Program;
4. In conformance with the standards for allowable costs set forth in 2 CFR 225 (Office of Management and Budget (OMB) Circular A-87, revised) and with applicable guidelines, regulations, or federal Agreement provisions issued by FHWA or FTA;
 5. Not paid by the federal government under another assistance agreement unless authorized to be used as match funds under the other federal agreement and the laws and regulations governing such agreement; and
 6. Provided for in the approved Planning Work Program.
 7. No contributions where costs are not incurred, such as volunteer services or donated property, may be accepted as the non-federal share.
- B. Indirect Costs. MPO costs charged on an indirect basis shall be supported by an indirect cost allocation plan and indirect cost rate proposal. Such plans shall be submitted with certification to WisDOT and the host agency's cognizant federal agency for approval prior to recovering any indirect costs included under this Agreement.

Article X: Property Utilization and Management

The MPO shall comply with the property management standards as set forth in 2 CFR 200, Subpart D, Property Standards.

Article XI: Records and Audits

- A. The MPO shall, for the program of continuing, comprehensive transportation planning and programming activities maintain an accounting system that adequately accounts for all funds provided for, accruing to, or otherwise received from the federal, state and local units of government, or any other quasi-public or private source under this Agreement.
- B. All eligible costs, including paid services and expenses contributed by the MPO, shall be charged to the approved Planning Work Program by the MPO and shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records and other evidence pertaining to the costs incurred by the MPO under this Agreement shall be maintained by the MPO and shall be clearly identified and readily accessible. WisDOT and USDOT shall have authority to audit, review, examine copy and transcribe any pertinent data, information, records or documents relating to this Agreement at any reasonable time. The MPO shall retain all records and documents applicable to this Agreement for a period of not less than three (3) years after final payment is made to WisDOT by the federal funding agencies.

- C. The MPO shall have a single, organization-wide financial and compliance audit performed by a qualified, independent auditor if required to do so under federal laws and regulations. (See 2 CFR 200 Subpart F Audit Requirements). This audit shall be performed in accordance with 2 CFR 200, and state single, organization-wide audit guidelines issued by the Wisconsin Department of Administration (DOA). A copy of the audit shall be furnished to WisDOT.

Article XII: Certification Regarding Lobbying

- A. The MPO certifies, by signing this Agreement, to the best of his or her knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The MPO also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Article XIII: Effective Date and Duration of Agreement

- A. This Agreement shall become effective upon execution by WisDOT, the MPO, and the Transit Operator and shall remain in force until terminated under provisions of Article XIV, or until superseded by a new agreement.

- B. This Agreement may be amended from time-to-time as facts or circumstances warrant or as may be required by OMB and/or state laws, administrative regulations, departmental orders, or guidelines having the full force and effect of law.
- C. This Agreement supersedes any previous cooperative agreement for metropolitan transportation planning.

Article XIV: General Provisions

- A. Choice of Law. This Agreement shall be interpreted in accordance with the statutes and laws of the United States of America and the State of Wisconsin.
- B. Entire Agreement. This Agreement together with those documents referred to herein contain the entire agreement of the parties and supersedes any and all prior COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING agreements and draft agreements, or oral understandings between the parties.
- C. The State of Wisconsin may cancel this and any related contract in whole or in part, and without penalty due to nonappropriation of funds or for failure of the MPO and Transit Operator to comply with terms, conditions, and specifications of this contract by notice required in Article XV.
- D. Severability. If any provision of this Agreement or the application of this agreement is held invalid, the enforceability of all other provisions shall not be impaired.

Article XV: Termination Of Agreement

WisDOT, the MPO or the Transit Operator may terminate this Agreement by giving sixty (60) days written notice of such termination to the other parties. In the event of termination, the MPO will be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement to the effective date of such termination.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

BAY-LAKE REGIONAL PLANNING COMMISSION

By _____ Date _____
Mike Hotz, Chairperson

STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION

By _____ Date _____
Mark Gottlieb, Secretary

TRANSIT OPERATOR (SHORELINE METRO TRANSIT SYSTEM)

By _____ Date _____
Alderman Todd Wolf, Chairman

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 2.3 Cooperative Agreement between WisDOT, Bay-Lake Regional Planning Commission and Shoreline Metro

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 11/17/16

MEETING DATE: 11/22/16

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro as part of the Sheboygan Metropolitan Planning Organization and in cooperation with WisDOT cooperatively undertake a continuing, cooperative, and comprehensive performance-based multimodal transportation planning and programming process for the Metropolitan Planning Area in accordance with state and local goals for metropolitan planning.

STAFF COMMENTS:

The Director of Transit & Parking has had a longstanding relationship with Bay-Lake Regional Planning Commission and WisDOT and recommends continuing the positive relationship between the two organizations. Bay-Lake Regional Planning Commission provides essential duties to Shoreline Metro including planning, reporting, passenger surveys, route demographics and metropolitan planning. Bay-Lake Regional Planning Commission and WisDOT are essential partner organizations and Shoreline Metro encourages and requests to maintain such relationships and partnerships indefinitely.

ACTION REQUESTED:

Motion to accept the agreement between WisDOT, Bay-Lake Regional Planning Commission and Shoreline Metro.

ATTACHMENTS:

- I. Cooperative Agreement for Continuing Transportation Planning for the Sheboygan, Wisconsin Metropolitan Area

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 2.4 Director's Report

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 11/17/16

MEETING DATE: 11/22/16

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Director of Transit & Parking has provided a Director's Report in conjunction with monthly Transit Commission meetings to update members of the Sheboygan Transit Commission on day-to-day activities and development within Shoreline Metro.

STAFF COMMENTS:

The Director of Transit & Parking as part of the Director's Report would like to share the following items with the Transit Commission as information only:

- a. GPS/"Find my Bus" service – I have been searching for an inexpensive but yet productive way to track the fixed route buses so that the customers of Shoreline Metro can use this technology to track their bus and give more precise pickup and drop off times. A company called Fleetmatics has presented a cost-effective and highly functional solution to GPS locating and tracking our buses. Shoreline Metro hopes to have the system up and running by the first of the year with implementation and marketing soon after January 2017.
- b. Triennial Review – Shoreline Metro will have a federal FTA Triennial Review in 2017. The dates have not yet been determined, however, the deadline for submission of required documents and the questionnaire is December 16, 2016. As of this meeting, Shoreline Metro has completed the collection process, and will be ready to submit the packet to FTA shortly after Thanksgiving.
- c. Employee Surveys – Shoreline Metro employees were asked to participate in employee surveys over the summer of 2016. As a result of the surveys, Shoreline Metro has some areas that scored very favorably (higher than 80% satisfaction). Incidentally, Shoreline Metro did not have any areas that scored very unfavorably (higher than 80% dissatisfaction). However, several areas including communication were brought up. Shoreline Metro, as a result of the

employee surveys, is holding employee meetings on 11/30/2016 to dissect the surveys a little deeper, address the issues and brainstorm solutions. It is the goal of the department to find solutions that work for employees and find new processes that might be more efficient and more effective especially relating to communication.

- d. Jingle Bus – Shoreline Metro will once again be running the Jingle Bus through Making Spirits Bright and the Mead Library fountain display this holiday season. The dates of the Jingle Bus are Dec 1, 6, 8, 13, 15, and 22. There will be two runs each evening at 6:00 p.m. and 7:00 p.m. Passengers may either take any Shoreline Metro route to the Transfer Station or park-and-ride from the Transfer Station. The cost is one non-perishable food donation.
- e. Alley Improvements – The Parking Utility was instrumental in the repurposing and cleanup of the alleys by the Black Pig and US Bank. Improvements include new concrete planters, benches and lighting. The improvements were in conjunction with Sheboygan Squared (BID) and the City of Sheboygan. If you have not seen these alleys, please take a look! They look awesome and have been received with many positive comments!
- f. Dispatch Office Remodel – We finally updated our most critical office at Shoreline Metro with new carpeting, network hookups, and new desks for employees. The new layout allows for better communication, team interaction, and monitoring of operations. The new dispatch office includes a monitor of the camera system at the Transfer Point and with the new GPS mapping technology; a monitor will be installed to view the vehicle locations for added customer service. The improvements have been very well received by the staff of Shoreline Metro and have made a tremendous difference in both operations and attitudes!
- g. Holiday Hours – Shoreline Metro will not operate Thanksgiving Day but will operate normal service hours on Black Friday (last year we tried ending service at 5:45 p.m.). For the Christmas season, Christmas Eve and New Year’s Eve (Saturday) will have no service as well as Christmas Day and New Year’s Day (Sunday). There will be no service on Monday, December 26th (observed Christmas Day) but there will be normal service on Monday, January 2 (observed New Year’s Day) due to school back in session.

On behalf of the employees of Shoreline Metro, Merry Christmas and Happy New Year to the Transit Commission! Thank you for a great year of service to Shoreline Metro!

ACTION REQUESTED:

Motion to accept the Director’s Report and place on file.

ATTACHMENTS:

- I. None.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 2.5 Service Agreement for Advertising Services with Houck Ads, Inc.

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 11/17/16

MEETING DATE: 11/22/16

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro has contracted out the exterior of the fixed route buses for advertising services and revenue for several years. Shoreline Metro has typically received at least \$29,000 annually in advertising revenue. Houck Transit Ads, Inc has been the provider of such ads and ad revenue in recent years.

STAFF COMMENTS:

The Director of Transit & Parking has had a longstanding relationship Houck Transit Ads, Inc. and they have provided amazing service and have been a tremendous asset to Shoreline Metro. We rely on the revenue from bus ad sales as part of the annual Shoreline Metro budget. While the guaranteed amount in the bid (and contract) is slightly less than the previous agreement, we remain optimistic that we will continue to receive over \$30,000 annually from the guaranteed amount plus additional commissions. The Director of Transit & Parking recommends the approval of the agreement for the next five years.

ACTION REQUESTED:

Motion to accept the agreement between the City of Sheboygan (Shoreline Metro) and Houck Transit Ads, Inc for a period of five (5) years.

ATTACHMENTS:

- I. None – Bid submissions will be available for review at the meeting.