

ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

2644 Riva Road, Annapolis, MD 21401 | 410-222-5000 · 301-970-8644 (WASH) · 410-222-5500 (TDD) | www.aacps.org

June 28, 2018

Mr. Kirk A. Rich, General Manager
Adventures by Dawn, LLC
17517-B Indian Head Highway
Accokeek, MD 20607

Re: RFP #18SC-154: Prequalification of Coach Bus Contractors

Dear Mr. Rich:

I have approved the award of a contract to your company under the above-referenced solicitation. Attached is a copy of the fully-executed contract and a list of all awarded contractors. Should you have any questions regarding the contract, please contact Susan Phillips at 410.222.5166 or via email at sbphillips@aacps.org. Questions regarding performance should be directed to the Supervisor of Transportation at 410.222.2910.

We look forward to a successful partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Jo Childs".

Mary Jo Childs, Esq., CPPO, CPCM
Supervisor of Purchasing

cc: Transportation
Contract File

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
PURCHASING OFFICE
2644 RIVA ROAD
ANNAPOLIS, MARYLAND 21401



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Title: RFP # 18SC-154 Prequalification of Coach Bus Contractors

Issued: April 1, 2018 Buyer: Susan B. Phillips, 410-222-5166, sphilips@aacps.org

Proposal Due Date Proposals are due no later than 10:00 a.m. Eastern Time on Tuesday, May 8, 2018, in the Purchasing Office at the above address. Electronic submissions (email or fax) are NOT acceptable and will be rejected. The opening is not public.

A pre-proposal conference is scheduled for 10:00 a.m. Eastern Time on Friday, April 20, 2018, in the Bid Room within the Purchasing Office.

If the AACPS Central Office Building is closed due to unforeseen circumstances, proposals shall be due on the next business day that the building is open. The originally scheduled proposal receipt time will remain the same even if the date is changed. Visit the AACPS website, www.aacps.org, for the status of building closures. Closing of schools does not constitute closing of the Central Office Building.

NOTE: MINORITY & SMALL BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS RFP.

This Proposal must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officer. To be signed by any other official, a Power of Attorney or Corporate Resolution must be attached to the proposal. If the Offeror is a corporation, then it must be registered in accord with the Corporations and Associations Article of the Annotated Code of Maryland. Your signature on this page provides AACPS your acknowledgment and acceptance of the terms and conditions contained in the RFP and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that unless otherwise indicated, when this page is executed by an authorized officer of AACPS, these specifications, terms and general conditions, and price proposal shall become a legally binding Contract between the Successful Offeror and the AACPS.

Offeror Name: ADVENTURE BY JAWN
Address: 17517 B INDIAN HEAD HWY ACCOKEEK MD 20607
Phone: 301-964-1141 Fax: 301-868-7023 email: kirk@ad4ours.com
Federal ID or Social Security Number: 2189754 Federal Motor Carrier #: 365614
MDOT MBE Certification #: _____ US DOT #: 779981
eMaryland Marketplace #: _____ MD Dept of Assess & Taxation #: N/A
Offeror Signature: [Signature]
Printed Name, Title and Date: Kirk A. Rich GENERAL MGR.
Accepted by AACPS Supervisor of Purchasing: Mary Jo Childs, Esq., CPPD, CPCM
Signature: [Signature] Date: 6/27/18
Award Limitations: _____

Q) Is it possible to up the coach bus age from 10 years?

A) Yes, AACTPS will change to 15 years. See Amendment #1

Q) Is it possible to change the seat belt requirement to reflect any unit from 2016 and newer to require seat belts?

A) Yes. See Amendment #1.

Q) As an alternate to CSS can you use the safer site that is operated by the federal Government?

A) Yes, this alternative is acceptable; compliance reporting for this alternative will be yearly. See Amendment #1.

Q) On page 19 (issue) Mechanical breakdown, depending on where the unit is at the time 90 minutes is not enough time. The question is this should be more of a reasonable solution?

A) Language amended. See Amendment #1.

Q) On page 19 (issue) Substitution. If we have a breakdown to call and get permission is going to add time to the response to get a subcontractor on site. This should be a more reasonable solution?

A) This refers to substitution in a non-emergency situation. Language amended. See Amendment #1.

Q) After this bid is awarded there is a possibility that its locked in for 6 years. If someone new wanted to get involved during this time frame will there be an opportunity?

A) Starting with the first contract renewal, AACTPS will consider adding additional contractors to the contract assuming they submit a proposal and are considered responsible. This process will only be conducted with each renewal option. See Amendment #1.

Q) If there are not enough vendors that bid and there is a need after these vendors use all their equipment how is the county going to get other companies to do the work if the demand is greater?

A) If the list of pre-qualified contractors has been exhausted, the individual school will be required to find an acceptable contractor, who would then be submitted to and vetted by the Director of Transportation for approval.

Q) Can the bid opening be postponed to a later date?

A) Proposal due date extended to May 30, 2018, 10:00 a.m. Please note, however, there is not a public bid opening.

Solicitation #18SC-154
Questions and Answers as of 05/03/2018

Q) Page 12: Section III, 2.4, Contract requires completion of Motor Carrier Safety Review by Consolidated Safety Services (CSSS). The DOT/FMCSA audit shows Safety and Fitness of the operator. From this site, you can get a Company Snapshot and see a complete Compliance, Safety, & Accountability (CSA)/Safety Measurement System (SMS) Profile. Will AACPS consider this alternative?

A) Yes, this alternative is acceptable; compliance reporting for this alternative will be yearly. See Amendment #1.

Q) Page 13: Section III, 3.2, Contract requires drivers have a background check that includes finger printing. Will AACPS facilitate the use of the same contractor that is used for the School Bus operations and share the resulting information with the operator for their files?

A) Yes, see Amendment #1.

Q) Page 14: Section III, 4.2, Contract states motor coaches are required to be equipped with seat belts. FMCSA regulation 49 CFR Part 571.208 as amended states only motor coaches manufactured after November of 2016 are required to have seat belts installed. Will AACPS change this section to reflect the current law?

A) Yes. See Amendment #1.

Q) Page 14: Section III, 4.8, Contract states motor coaches are not to exceed 10 years of age. Will AACPS eliminate or reconsider the age requirement?

A) Yes. AACPS will change to 15 years. See Amendment #1.

Q) Page 15: Section III, 6.5, Contract states no penalty for cancellation less than 10 business days. Industry standard for cancellations is 30 days. Will AACPS revise this to use the industry standard thirty day cancellation policy?

A) Yes. AACPS will change to 30 days. See Amendment #1

Q) Page 16: Administrative Requirements, 8.2, Please elaborate on what is required.

A) Annually, or upon request, a report which includes, at a minimum, date of trip, destination, school, and price. See Amendment #1.

Q) Page 16: Administrative Requirements, 8.3, Will AACPS accept the DOT audit results every three years?

A) If using the DOT/FMCSA audit, contractors must submit proof of its current compliance to the Supervisor of Transportation by July 31 of each year. See Amendment #1 (8.4 added).

Q) Page 19: Section III, Liquidated Damages, "Mechanical breakdown not corrected within 90 minutes (per bus), 50% ". Will AACPS eliminate this?

A) No. Language amended. See Amendment #1.

Q) Page 19: Section III, Liquidated Damages, "Substitution of equipment or subcontractor without permission (per bus), 50% ". Will AACPS eliminate this?

A) This refers to substitution in a non-emergency situation. Language amended. See Amendment #1.

Q) Page 26: Section VI, 2, Contract requires an electronic copy of financial proposal in either word or excel. Would AACPS accept a PDF copy?

A) Yes. However, an electronic version is attached for your convenience.

Item No. 6, p. 15, Section 3: Scope of Work, 6. Booking/Ordering Process, 6.5, *amended to read*

6.5 Schools and/or departments may cancel motor coach trips at no charge or penalty if the contractor is notified at least 30 business days in advance of the trip.

Item No. 7, p. 16, Section 3: Scope of Work, 8. Administrative Requirements, 8.2, *amended to read*

8.2 Contractor shall submit to Supervisor of Transportation annually, or upon request, a report which includes, at a minimum, trip dates, destinations, schools serviced, and price of trip.

Item No. 8, p. 16, Section 3: Scope of Work, 8. Administrative Requirements, 8.4, *added*

8.4 If using the DOT/FMCSA audit, contractors must submit proof of current compliance to the Supervisor of Transportation by July 31 of each year.

Item No. 9, p. 19, Section 3: Scope of Work, 15. Liquidated Damage, *amended to read*

Issue	Percentage of Total Trip Price per Motor Coach as Liquidated Damages
Unsanitary bus arrival (includes restroom)	5%
Bus missing DVD player (per bus)	5%
Bus missing Wi-Fi access through no fault of contractor (unavailable areas) (per bus)	5%
Bus restroom not available for use (per bus)	50%
Bus missing disability requirements (per bus)	50%
Bus under size (per bus)	50%
Mechanical breakdown not corrected within 90 minutes (per bus). Liquidated damages will not be assessed if the contractor can prove all reasonable efforts to remedy the situation were exhausted.	50%
Substitution of equipment or subcontractor in a non-emergency situation without prior approval (per bus).	50%

Item No. 10, p. 32, Exhibit 2. Transportation Quotation Request Form, *amended to include 30-day notice of cancellation (see attached).*

These are the only changes/clarifications contemplated by this Amendment #1. All other terms, specifications and general conditions shall remain unchanged. If there are any questions, please submit them via email to Susan Phillips at sbphillips@aacps.org.

cc: Solicitation File, Transportation



ANNE ARUNDEL
COUNTY
PUBLIC SCHOOLS
Purchasing Office
10000 Riva Road, Suite 1000
Annapolis, MD 21403
Phone: 410-222-5045
Fax: 410-222-5046
www.aacps.org

May 3, 2018

TO: Interested Party

FROM: Susan B. Phillips, CPPB
Senior Buyer

RE: RFP #18SC-154 Prequalification of Coach Bus Contractors
Amendment #1 and Questions and Answers consisting of 7 pages

Anne Arundel County Public Schools amends the subject solicitation as follows:

Item No. 1, p. 1, Proposal Due Date, amended to read:

Proposal Due Date: Proposals are due no later than 10:00 a.m. Eastern Time on Wednesday, May 30, 2018, in the Purchasing Office at the above address. Electronic submissions - email or fax - are NOT acceptable and will be rejected. The opening is not public.

Item No. 2, p. 3, Section 1: General Information, 1. General, second paragraph, amended to read:

AACPS intends to award a three-year contract, with three one-year renewal options. Starting with the first contract renewal, AACPS will consider adding additional contractors to the contract assuming they submit a proposal and are considered responsible. This process will only be conducted with each renewal option.

Item No. 3, p. 13, Section 3: Scope of Work, 3. Driver Qualifications, 3.2, amended to read:

3.2 The Contractor's drivers shall pass AACPS' fingerprint and commercial background check. The AACPS fingerprint office is open from 8:30 a.m. to 3:30 p.m. Monday through Friday. It is in the Carol S. Parham Building at 2644 Riva Road in Annapolis. Fingerprinting is done by appointment only. Please call 410-222-5045 to make an appointment. The cost is \$57.00. For more information please visit our website at <https://www.aacps.org/Page/1869>.

Item No. 4, p. 14, Section 3: Scope of Work, 4. Motor Coach Qualifications, (second) 4.2, amended and renumbered, to read:

4.2a Motor coach buses manufactured on or after 11/28/2016 must be equipped with passenger lap/shoulder seat belts.

Item No. 5, p. 14, Section 3: Scope of Work, 4. Motor Coach Qualifications, 4.8, amended to read:

4.8 Motor coaches provided by the Contractor shall be 15 years old or less. Proof of age must be provided upon request.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
May 3 rd , 2018 ADDENDUM	4
Signed Anne Arundel County Public Schools Cover Sheet	8
Qualifications and Experience Affidavit	9
Bid/Proposal Affidavit	11
Adventure Tours – About Us	13
Adventure Tours – Statement of Work	18
Adventure Tours – Certificate of Authority (Washington DC)	23
Adventure Tours – Certificate of Operating Authority (USDOT)	24
Adventure Tours – Certificate of Good Standing (State of Maryland)	25
Adventure Tours – DBE Certification	26
Adventure Tours – Company References	27
Adventure Tours – Certificate of Insurance	28
Adventure Tours – CSX Inspection	29
Adventure Tours - Driver Qualification and Hiring Policies	30
Adventure Tours - Driver Training Policies	32
Adventure Tours - Safety Guidelines and Procedures	33
Adventure Tours - Vehicle Maintenance Policy	34
Adventure Tours - Vehicle Breakdown and Road Repair Policy	38
Adventure Tours – Safety Policies	41
Adventure Tours - Vehicle Management Policies	49
Adventure Tours – Environmental Health and Safety Policies	53
Adventure Tours - Accident Reporting and Investigation Policies	54
Adventure Tours - Cell Phone Use Policy	56
Adventure Tours - Drug and Alcohol Use and Testing Policy	59
Adventure Tours - EEOC Statement	71
Adventure Tours - LLC Partnership Agreement	72
Personal Net Worth and Tax Statements	80

Transmittal Letter

Friday, May 11th, 2018

Anne Arundel County Public Schools

Purchasing Department

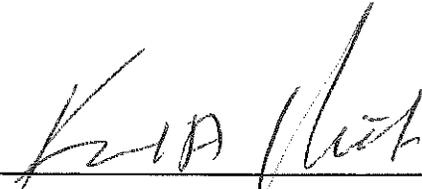
2644 Riva Road

Annapolis, Maryland 21401

To Whom It May Concern:

On behalf of Adventures by Dawn, LLC DBA Adventure Tours, we are submitting the following technical proposal and we acknowledge any and all addenda receipts as a part of solicitation 18SC-154.

With Warm Regards,



(SIGNATURE)

Mr. Kirk Rich, General Manager

Adventures by Dawn, LLC DBA Adventure Tours

ADVENTURE TOURS



Technical Proposal

Company Bid: 18SC-154

May 11th, 2018

THIS PACKAGE CONTAINS A TECHNICAL PROPOSAL

ORIGINAL

Company Bid: 18SC-154 – May 11th, 2018

Section II: Qualifications/Experience Affidavit

Name of Offeror ADVENTURE BY DAWN

Information furnished in response to this Affidavit and any verification made by AACPS provides a basis for determining the responsibility of Offerors. If the experience or background of the Offeror is deemed insufficient by AACPS, the Offeror may be determined not responsible and the proposal rejected.

Offeror shall have at least five years' experience in providing work similar in scope and complexity to those described herein. The most recent experience must be within the past 12 months.

1. How many years has your firm been in the business of providing similar services/scope of work under your present legal name? 19 Years of relevant experience
 1a. Under a different legal name? _____ Years of relevant experience

AACPS may consider relevant individual experience of key personnel when assessing the responsibility of the Offeror.

2. List at least three contracts/references similar in scope and complexity to the work described herein, in which your organization has completed within the last five years (include company names, form of government agency, address, contact person, phone number, and email address):

- A. Project POTOMAC SCHOOL TRANSPORTATION
 Beginning and End Date of Contract ONGOING
 Address 1301 POTOMAC SCHOOL ROAD MCLANNAH, VA 22101
 School District or Organization POTOMAC SCHOOL
 Contact Person LAZ BLANCHARD
 Phone Number and Email 703-749-6345
- B. Project LOUDOUN COUNTY CHARTER BUS SERVICES
 Beginning and End Date of Contract 2018 to 2019
 Address 7100 EDUCATION CT SUITE 301 ASHBURN VA 20148
 School District or Organization LOUDOUN COUNTY PUBLIC SCHOOLS
 Contact Person DAWN TAYLOR
 Phone Number and Email 571-202-1270
- C. Project SOUTHERN MD BLUE CRABS BASEBALL CONTRACT
 Beginning and End Date of Contract 2018 to 2020
 Address 11705 ST LEONARD DRIVE WINDYBROOK, MD 21062
 School District or Organization BLUE CRABS OF SOUTHERN MD
 Contact Person COURTNEY HUSCHKE
 Phone Number and Email 301-374-1130 ch.huschke@gmail.com/bluecrabs.com

3. How many people does your company presently employ on a
 A. Full Time basis? 30 B. Part Time basis? 11

4. List the number of motor coach buses your company currently has in operation and include the age, seating capacity and all amenities (Wi-Fi), reclining seats, TV monitor and electronic video players with viewable screens from each seat, electric/power to individual seats, restroom facilities of each bus, etc.

5. Describe your company's fleet inventory plan – will your company be expanding its inventory or downsizing inventory over the term of the contract?

SEE ATTACHED

6. Describe your accommodations for physically disabled students

SEE ATTACHED

7. Describe you company's process for handling roadside emergency situations (breakdowns, accidents)

SEE ATTACHED

8. Has your organization performed any contract (not included in #7 above, for any unit of the State of Maryland or Anne Arundel County Government over the last five years? (Please list names, addresses, dates and the government employee responsible for accepting the work)

9. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, or liquidated damages arising out of poor or non performance? Explain *NO*

10. Has your company ever been suspended or detained bidding on contracts by the Board of Public Works or any other local, state or federal organization for any reason? Explain *NO*

11. Has your company ever filed for bankruptcy/receivership or any other similar delinquency? Explain *NO*

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete to the best of his/her knowledge and belief

Dated this 16 day of MAY, 2018

Name of Organization ADVENTURE BY DAY

By [Signature]

(Signature)

(Print Name)

Title General Manager

**Exhibit 1
BID/PROPOSAL AFFIDAVIT**

A. AUTHORITY

I hereby affirm that I, Kirk Rich (name of affiant) am the General Manager (title) and duly authorized representative of Adventures By Dawn, LLC (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation: domestic or foreign.
- (2) Limited Liability Company: domestic or foreign.
- (3) Partnership: domestic or foreign.
- (4) Statutory Trust: domestic or foreign; or,
- (5) Sole Proprietorship

and is registered or qualified as required under Maryland Law

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: 205431341 Address: 4706 Diamond Ridge Lane White Plains, MD 20695

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland

B. An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of

- Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*.
- Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*.
- An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
- Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland.
- An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland.
- A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland, or
- An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Section 6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in immediate termination for cause

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF

By Erica R. Tucker
(printed name of Authorized Representative and affiant)

(signature of Authorized Representative and affiant)

Date 5/16/2018

ADVENTURE TOURS

17517 B Indian Head Highway
 Accokeek, MD 20607
 PHONE 301-868-1141 FAX 301-868-7023
www.ABDTOURS.com

RFI 110-12 [Prequalification of Coach Bus Contractors]

Section VII: PRICE PROPOSAL

YEARS 1 through 3

Motor Coach Bus, Local:

Fiat Rate (Trip)
 Hourly Rate
 Mileage Rate
 Cancellation Rate

Monday-Friday
\$750.00
\$150.00
\$5.00
\$200.00

Weekend or Holiday
\$875.00
\$150.00
\$6.00
\$200.00

4 hrs.

Motor Coach Bus, Long Distance:

Fiat Rate (Trip)
 Hourly Rate
 Mileage Rate
 Cancellation Rate

Monday-Friday
\$1,600.00
\$150.00
\$5.00
\$200.00

Weekend or Holiday
\$2,000.00
\$150.00
\$6.00
\$200.00

12 hrs.

OPTION YEAR 1

Motor Coach Bus, Local:

Fiat Rate (Trip)
 Hourly Rate
 Mileage Rate
 Cancellation Rate

Monday-Friday
\$772.50
\$154.50
\$5.00
\$200.00

Weekend or Holiday
\$901.25
\$154.50
\$6.00
\$200.00

4 hrs.

Motor Coach Bus, Long Distance:

Fiat Rate (Trip)
 Hourly Rate
 Mileage Rate
 Cancellation Rate

Monday-Friday
\$1,600.00
\$154.50
\$5.00
\$200.00

Weekend or Holiday
\$2,000.00
\$154.50
\$6.00
\$200.00

12 hrs.

ADVENTURE TOURS

17517 B Indian Head Highway
 Accokeek, MD 20607
 PHONE 301-868-1141 FAX 301-868-7023
 www.ABDTOURS.com

RT/INC-14 (Prequalification of Coach Bus Contractors)

PRICE PROPOSAL (Cont'd)

OPTION YEAR 2

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$795.68	\$928.29
Hourly Rate	\$159.00	\$159.00
Mileage Rate	\$5.00	\$6.00
Cancellation Rate	\$200.00	\$200.00

4 hrs.

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$1,650.00	\$2,000.00
Hourly Rate	\$159.00	\$159.00
Mileage Rate	\$5.00	\$6.00
Cancellation Rate	\$200.00	\$200.00

12 hrs.

OPTION YEAR 3

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$819.55	\$956.14
Hourly Rate	\$164.00	\$164.00
Mileage Rate	\$5.25	\$6.25
Cancellation Rate	\$200.00	\$200.00

4 hrs.

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$1,700.00	\$2,000.00
Hourly Rate	\$164.00	\$164.00
Mileage Rate	\$5.25	\$6.25
Cancellation Rate	\$200.00	\$200.00

12 hrs.

Submitted by: Adventure Tours by Dawn, LLC
 Offer Name: _____
 Authorized Signature: _____ Date: 5/11/18
 Printed Name and Title: Kirk Rich, General Manager

Kirk A. Rich

ADVENTURE TOURS

Adventures by Dawn, LLC (dba Adventure Tours) is a small, women-owned minority company that began operations in 1999. Over the past fifteen years, we have provided charter services for many Educational, Military, Government, Corporate and Private entities. We have earned a reputation of providing quality service and being a premier charter coach transportation company in the Washington DC metro area. We pride ourselves in excellence and 100% client satisfaction. Our commitment to excellence is built on 3 principles:

Coach Operators & Staff:

- Experienced, Courteous, Uniformed Professionals.
- Chauffeured Training and Safety Program Completion
- Guaranteed early arrival and cell phone equipped
- 24/7/365 accessibility
- All Operators are Eco-Drive and Idle Free Certified

Fleet:

- Green Certified Coaches by *erating.org*
- Most modern Fleet in the Washington Metro Area
- Coaches are 5 years or newer
- Seat Belts, CD/DVD, 15 inch Flat panel screens, Free Wi-Fi, electrical outlets and a restroom
- GPS Tracking enabled for dispatch to know exact location at all times
- *GPS Tracking web-link can be provided to clients for all trips to track location of their coach*
- ADA Accessible Coaches
- Meticulously maintained, regularly cleaned inside and out.

Safety and Insurance (most extensive and highest safety certifications possible):

- DoD Certified
- CSS Certified (Consolidated Safety Services)
- TSX Certified (Transportation Security Exchange)
- DOT Certified -- DOT # 779981
- Interstate Commerce Commission – MC365614
- Washington Metro Area Transit Commission - #592
- \$5,000,000 Insurance Liability Policy

Headquartered in Accokeek, Maryland, Adventure Tours has a rich, 18-year history in providing passenger-carrier transportation services through its intercity, fixed-route transportation as well as our charter services.

Adventure Tours is one of the largest fixed-route and tour & charter bus companies in the greater Washington DC market where we employ 39 people.

Founded in 1999, Adventure Tours is owned and operated by the Khan family who span generations of passenger-carrier transportation services and personally have more than 20 years of intercity, fixed-route and tour & charter transportation experience.

As a part of our mission, we provide a wide array of travel experiences for a number of groups, including Department of Defense transportation for our Nations’ military personnel to and from their active duty station, TSA-managed airports, interconnecting to public modes of transportation, shopping malls, national parks and landmarks, and state-owned or land grant colleges and universities, which have all been historically identified as “soft targets”.

Additionally, our company utilizes bus facility maintenance centers, including at our Accokeek, Maryland principal place of business where we employ full-time mechanics and technicians to keep our fleet in strong and safe, and in excellent working order to exceed minimum federal safety standards set by the United States Department of Transportation, while also striving to provide fuel-efficient and environmentally-friendly travel solutions.

Adventure Tours provides multi-purpose, 24-hour, over-the-road transportation solutions across all 50 states, including throughout the entire Eastern Seaboard region, international border crossings manned by the United States Customs and Border Patrol, and other UASI jurisdictions including Washington D.C., Baltimore, Philadelphia, New York City and Atlanta.

Over the course of calendar year 2015, Adventure Tours completed 4,973 trips and traveled nearly 350,000 miles where we served nearly 275,000 passengers.

Over the past year, Adventure Tours has provided regular trips to and from the following UASI jurisdictions and major metropolitan markets more than 50 times over the course of any calendar year:

Washington D.C. (UASI Jurisdiction)	Baltimore, Maryland (UASI Jurisdiction)	New York City, New York (UASI Jurisdiction)
Atlanta, Georgia (UASI Jurisdiction)	Philadelphia, Pennsylvania (UASI Jurisdiction)	Orlando, Florida (Major Metropolitan Market)
Annapolis, Maryland (United States Naval Academy)	United States Navy Yard (Military Installation)	Gettysburg, Virginia (National Landmark)

Additionally, just within the last year, Adventure Tours has completed a large number of trips to and from the following type of facilities:

Type of Facility	Number of Trips (Calendar Year 2015)
State-Owned or Managed Colleges and Universities	246
TSA-Managed Airports and Public Modes of Transportation	297
National Parks/Landmarks/Federally-Owned Land	861
United States Military Bases and Installations	743
Shopping Malls	121

Adventure Tours caters to over-the-road transportation needs of varying passenger groups with a total of 21 over-the-road buses. Our over-the-road buses are capable of handling varying passenger needs including the following passenger-carrier transportation charter services:

Military Transportation	Intercity, Fixed-Route Passenger-Carrier Transportation Service	Department of Defense (Non-Military) Transportation
Charter Bus Trips for Higher Educational Institutions	Airport Shuttle Service	Charter Bus Trips for Secondary Educational Institutions
	Long-Haul Charter Trips Across State Jurisdictions	

Through our passenger-carrier transportation services, we are serving nearly 275,000 passengers annually. Our buses are equipped to handle all desired levels of luxury, offering comfortable seating arrangement, restrooms, air conditioning, DVD players and Wi-Fi/Internet access for all passengers.

Company Infrastructure

Adventure Tours operates from its headquarters in Maryland, about 15 miles from the Washington DC capitol region with a single bus maintenance/garaging facility for our entire

fleet. Our company also staffs, manages and supervises ticket sales, and bus arrivals and departures at bus terminal locations in each UASI jurisdiction that it serves.

At our principal place of business and our bus maintenance/garaging facilities, Adventure Tours manages the routing, repair and maintenance of its entire fleet of over-the-road transportation buses while our executive and middle-management team put to work their decades of industry experience within the passenger-carrier industry in order to provide safe, effective and affordable transportation services.

Area of Operations

Our core operational service feeds into and out of the Washington DC region and travels as far north as New York City, New York and as far south as Atlanta, Georgia for the majority of its passenger-carrier transportation services.

From our single bus maintenance/garaging facility in Maryland, we are able to coordinate our entire maintenance operation. At the same time, however, we need to increase our preparedness and planning efforts in order to ensure that we are taking all of the necessary steps to mitigate forms of terrorism that may see our company as a soft target based on each of our primary passenger-carrier transportation options.

More than 90 percent of all of our trips have a point of origination and destination where a UASI jurisdiction or a major metropolitan market is a part of a fixed-route, intercity schedule or charter service.

Also, as a part of the call to help with the Federal Emergency Management Administration's (FEMA) national catastrophe support, Adventure Tours has been available in FEMA-led relief efforts including the event of a natural disaster.

Number of Passengers (Annually):

Adventure Tours provided motor coach and transportation service for approximately 273,575 people for calendar year 2015.

Number of Employees:

Administrative and Clerical – 5

Drivers – 27

Mechanics and Vehicle Maintenance – 3

Terminal Staff - 4

Description of Adventure Tours Facilities:

Our principal place of business is located in Maryland and is the epicenter for coordinating all of our efforts to ensure safe, effective and affordable passenger-carrier transportation services through our entire support and management team.

Our staff manages and supervises ticket sales, and bus arrivals and departures for ourselves and other carriers at each of our terminals in all ticketing locations, including in each UASI jurisdiction. Our single bus maintenance/garaging facility is located in Accokeek and is the center of our repair and maintenance operations.

Because of our expansive experience within the passenger-carrier industry, we are skilled to ensure that we cater to a variety of passenger demands while our bus maintenance/garaging facility have an army of in-house mechanics and technicians who put their years of skill and experience to work and help maintain our fleet to ensure a vital aspect of our requirements to ensure passenger safety.

Location of Adventure Tours Garaging Point:

Adventure Tours coordinates the maintenance of its entire fleet from our garaging facility located at:

Bus Maintenance Facility #1: 17517 Indian Head Highway, Accokeek, Maryland 20607 USA

Adventures by Dawn, LLC – SAFER Profile

Entity Type:	CARRIER	Out of Service Date:	None
Operating Status:	AUTHORIZED FOR Passenger		
Legal Name:	ADVENTURES BY DAWN LLC		
DBA Name:			
Physical Address:	17517 B INDIAN HEAD HWY ACCOKEEK, MD 20607		
Phone:	(301) 868-1141		
Mailing Address:	17517 B INDIAN HEAD HWY ACCOKEEK, MD 20607		
USDOT Number:	779981	State Carrier ID Number:	
MC/MX/FF Number(s):	MC-365614	DUNS Number:	14-080-431
Power Units:	17	Drivers:	32
MCS-150 Form Date:	01/15/2018	MCS-150 Mileage (Year):	525,710 (2017)

Operation Classification:

<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-business)	State Gov't
<input type="checkbox"/> Exempt For Hire	Migrant	Local Gov't
<input type="checkbox"/> Private(Property)	U.S. Mail	Indian Nation
<input type="checkbox"/> Priv. Pass. (Business)	Fed. Gov't	

Carrier Operation:

<input checked="" type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input type="checkbox"/> Intrastate Only (Non-HM)
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Statement of Work

Scope:

Adventure Tours is positioned to operate Anne Arundel County Public Schools scope of service by providing 13 motorcoaches between each of the terminals that Anne Arundel County Public Schools passengers require.

All motor coaches employed under this contract will be no more than 5 model years old, in good working condition and equipped with the following amenities as a minimum:

- Over-head and under-vehicle luggage/equipment storage
- Working air conditioning/heating/temperature control
- Night time individual lighting for reading
- Working bathroom facilities
- Functioning V/DVD systems *with 15 inch screens*
- Reclining seats
- *Seat Belts*
- *Electrical Outlets*
- *Free Wi-Fi*
- *Individual vents for climate control*

All motorcoaches will be cleaned, bathroom sanitized, inspected, and mechanically serviced before each use by Anne Arundel County Public Schools passengers. Bid prices include all expenses (fuel, tolls, parking, etc.)

General Conditions:

- A. Adventure Tours will supply all labor, materials, tools, and equipment necessary to complete the required services as stated within the project requirements.
- B. Adventure Tours will complete all required service with our own employees and vetted safety-sensitive personnel.
- C. All motor coaches will meet existing local, state and federal regulations, requirements and standards. A copy of our most recent inspection certificate is attached to this proposal.
- D. Adventure Tours will be responsible for complete compliance with Federal, State, & County safety regulations including but not limited to current MOSH & OSHA Standards.

Driver Requirements:

- A. We will meet each driver requirement that meets state, federal and Anne Arundel County Public Schools rules and regulations of which include the provision of driver qualification files

(DQF) in order to fulfill the right to approve/disapprove all drivers, request copies of driving records for any driver provided.

B. Adventure Tours Motor coach drivers will be fully trained, qualified and have a minimum of **five** years motor coach driving experience. All drivers will have completed our Driving and Safety Program.

C. All drivers will be properly licensed for the equipment being utilized.

D. All drivers will be familiar with the rules and laws pertaining to the equipment being operated.

E. Motor coach operators will have written instructions on the relative actions to be taken during an emergency or roadside breakdown. These instructions include the handling of passengers and stowed equipment. These instructions contain an emergency phone number list for obtaining emergency service as well a substitute bus if needed. A copy of our emergency service plan is attached.

F. All drivers will have a cell phone for emergency calls.

G. Drivers will be fully briefed relative to destination and the most direct routing to this destination. Drivers will be aware of the needs of the College prior to arriving to load passengers. Driver's failure to know where he/she is destined and the best way to get there will not be tolerated.

H. Adventure Tours will be responsible for driver's accommodation costs. The driver will remain in close contact and proximity to the group to ensure the motor coach is available to the College person-in-charge at all times in the event of changes in schedule, pickups, etc.

I. The drivers and equipment provided will be evaluated by the College person-in-charge at the end of each round trip. The Contractor will be provided a copy of the evaluation.

Liaison:

Anne Arundel County Public Schools designated Point of Contact will be the primary point of contacts regarding all information pertaining to the scheduled passenger-carrier transportation and transit service.

Extras and Change Orders:

All work shall be inclusive and there will not be extra charges or change orders. The approval for extra work or any deviation from the specifications will be the sole responsibility and determination of Anne Arundel County Public Schools and will be issued as an additional purchase order to the Contractor. No extra work will be done or changes made in the work as specified without a written purchase order from the college.

Indemnity:

Adventure Tours indemnifies and hold harmless Anne Arundel County Public Schools, its Board of Trustees, employees, agents and officials, against any or all loss, cost, damage, claim, expense or liability whatsoever, related to the acts or omissions by Adventure Tours with respect to the contract.

The indemnification obligation includes but is not limited to injuries to individuals and the property of individuals who are not parties to the contract. In addition, the indemnification covers acts or omissions of any subcontractors hired by Adventure Tours. Furthermore, the indemnification obligation survives termination of the contract for any reason.

Adventure Tours will secure, pay the premiums for, and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided in the requirements. A copy of our current insurance certificates is attached. Upon award of contract Adventure Tours will add Anne Arundel County Public Schools as an additional insured within 3 days of award notification.

Adventure Tours will not allow any liens filed against Anne Arundel County Public Schools or the property of Anne Arundel County Public Schools by a person or firm for any reason arising out of the furnishing of services or materials by the contractor. Any lien filed against Anne Arundel County Public Schools or its property shall be disposed of within 30 days of its filing. Failure of the contractor to dispose of such liens within the 30-day period shall constitute default.

Actions of Adventure Tours with third parties are not binding upon Anne Arundel County Public Schools.

Payment Schedule:

Upon completion of all work, Adventure Tours will submit an invoice, via email, to Anne Arundel County Public Schools. All payments will be made within 30 days of acceptance of a Anne Arundel County Public Schools-approved invoice.

Payment Terms:

Anne Arundel County Public Schools agrees to provide full payment within 30 days following acceptance of an approved invoice.

Cancellation Policy:

Adventure Tours requests cancellation be made as soon as possible. Anne Arundel County Public Schools can cancel any trips with a 24 hour written notification. Notification should be sent via email to *ops@abdtours.com*. Any trips not cancelled 24 hours prior to arrival schedule will require full payment as per the price proposal.

Emergency Policy:

Should there be an emergency or bus breakdown Adventure Tours will attempt to resolve the issue with our operator and mechanic. Should the issue not be resolved within 1 hour Adventure Tours will have a replacement vehicle dispatched within 1 hour or notification of issue. Adventure Tours Dispatch office is available 24/7/365 and can be reached at (301) 868-1141. Detailed Vehicle Emergency policies are included in the policies section of the proposal.

Experience:

Adventure Tours has operated in the DC Metro area for over 15 years. We pride ourselves in hiring and retaining the most professional and experienced staff within the DC metro area. We have a strict hiring and training policy (see attached addendum).

- Operations staff have an average of 20+ years of experience in the transportation industry.
- All Coach Operators must have a minimum of 5 years of Motor Coach experience to join Adventure Tours.
- Adventure Tours Coach Operators average 10+ years of experience
- All Coach Operators have logged 100+ trips to the locations for this solicitation
- All Coach Operators are required to complete an annual training program that reviews
 - Coach specific operations
 - DOT requirements (Pre/Post Trip DVIR and Daily Logs)
- All Coach Operators are cell phone equipped
- All Coach Operators are uniformed professionals

Quality:

Adventure Tours believes in providing the most modern fleet in the DC Metro Area. All Coach(s) used for this contract will have the following amenities:

- Coaches are equipped with 3 point seat belts
- Coaches are equipped with 100V outlets
- Coaches are equipped with Free WiFi
- Coaches are equipped with a restroom with a washbasin.
- Coaches are equipped with 6 (six) 15.4 inch TV screens and a DVD Player.
- Coaches are equipped with a PA system
- Coaches are equipped with a climate control system with individual vents
- Coaches are equipped with reclining seat and foot rests
- Coaches are equipped with WheelChair lifts should they be needed

- Coaches are equipped with GPS tracking devices allowing operations staff full visibility of location of vehicle at all times
- GPS Tracking link can be sent to CSM to track location of vehicle as a standard process

Expertise:

Adventure Tours has been providing charter transportation for student travel since our inception. We transport over 100,000 students on an annual basis. Our operations staff and coach operators work with schools, colleges and universities on a daily basis. We have the knowledge, experience and training to provide service at an unparalleled level.

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION
CERTIFICATE OF AUTHORITY

No. 592

Adventures By Dawn L.L.C.
6307 Aaron Lane
Clinton, MD 20735

By Order No. 0087 of the Washington Metropolitan Area Transit Commission issued January 16, 2007:

WHEREAS, the above-named carrier is entitled to receive authority to transport passengers within the Washington Metropolitan Area Transit District;

THIS CERTIFICATE OF AUTHORITY is hereby issued to the named carrier as evidence of the authority to engage in the for-hire transportation of passengers by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privilege granted to the named carrier:

IRREGULAR ROUTES, transporting passengers between points in the Washington Metropolitan Area Transit District;

RESTRICTED TO operations conducted according to the named carrier's applicable tariff on file with the Commission; and

RESTRICTED AGAINST (1) transportation solely within the Commonwealth of Virginia and (2) any passenger transportation for hire on an individual for-hire basis in competition with any existing, scheduled, regular-route, passenger transportation service performed by, or under a contract with, the Federal Government, a signatory to the Compact, a political subdivision of a signatory, or the Washington Metropolitan Area Transit Authority.

THIS CERTIFICATE OF AUTHORITY DOES NOT AUTHORIZE ANY TRANSPORTATION BY ANY PERSON OTHER THAN THE CARRIER NAMED HEREON.

THIS CERTIFICATE OF AUTHORITY IS NOT VALID UNLESS THE CARRIER NAMED HEREON IS IN COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE COMMISSION.

IT IS A FURTHER CONDITION of this certificate of authority that the carrier named herein shall (a) provide safe and adequate transportation service, equipment, and facilities and (b) observe and enforce Commission regulations.

BY ORDER OF THE COMMISSION; COMMISSIONERS ALEXANDER, LEON, AND MILLER:



SERVICE DATE
September 21, 1999

FEDERAL HIGHWAY ADMINISTRATION

DECISION

MC 365614 C

ADVENTURES BY DAWN L. L. C.
WASHINGTON, DC, US

Decided: September 16, 1999

The Federal Highway Administration's preliminary grant of operating authority in this proceeding has become effective, but authority has not been issued because the applicant has not complied with the Federal Highway Administration's regulations for:

- (1) Designation of agents upon whom processes may be served (Form BOC-3) (49 CFR 366)

Unless within 60 days from the date of service of this decision, applicant complies with the conditions set forth in the letter notice of August 17, 1999, the application will be dismissed for want of prosecution.

This action will not affect the quality of the human environment or the conservation of energy resources.

It is ordered:

This application is dismissed effective 60 days from the service date of this decision, unless before the expiration of the 60 day period, applicant achieves compliance with the conditions set forth in the letter notice.

By The Motor Carrier Board.

Thomas T. Vining
Chief, Licensing and Insurance Division

Certificate of Good Standing

STATE OF MARYLAND
Department of Assessments and Taxation

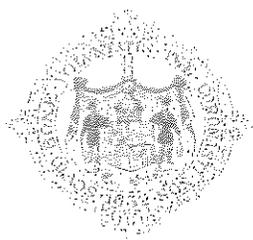
I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES, OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT ADVENTURES BY DAWN L.L.C., REGISTERED AUGUST 05, 1999, IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DISTRICT OF COLUMBIA, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MAY 01, 2015.



Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TTY/Voice
Fax (410) 333-7097

erblnk

R9502720



Prince George's County Office of Central Services

Supplier Development & Diversity Division

Certifies

ADVENTURES BY DAWN dba ADVENTURE TOURS

11000 ...



Has met all requirements for certification as a County-Based Small Business as defined by Section 10A-161 (b) of the Prince George's County Code and the Supplier Development & Diversity Division

4/25/2018
Original Issue Date

4/25/2018
Certification Date

4/25/2019
Expiration Date

CBSB -18-967
Certification Number

[Signature]
ROLAND L. JONES
Director

Company References

Adventure Tours has years of experience in providing transportations for the trips required for this contract. Our Coach operators travel within the DC Metro Area, Southern Maryland and the entire East Coast regularly on a weekly basis. All drivers are intimately familiar with all locations required for this solicitation. We are the primary transportation for a number of schools, universities, corporations and government institutions. Below are list of a few contracts and references. Additional references can be provided if required.

POTOMAC SCHOOL

1301 POTOMAC SCHOOL RD
MCLEAN VA 22101
CAS BLANCHARD 703-749-6345
ROB 703-749-6372

RMA

6010 EXECUTIVE BLVD SUITE 101
ROCKVILLE MD 20852
LAUREN NOCK 301-231-6555

STANFORD UNIVERSITY – DC Campus

Suzanne Miller
Assistant Director, Stanford in Washington
Anne T. and Robert M. Bass Center
2661 Connecticut Avenue, NW
Washington, DC 20008
(202) 332-6235
suzannem@stanford.edu

CONTRACT # N40080-13-D-0456

AWARD DATE 2/28/13 (1 YEAR WITH 4 ADDITIONAL YEARS)
\$ AMOUNT OF CONTRACT \$1,265,592.00
Kathie Ester-Knott
Naval Facilities Engineering Command, Washington
Production Line Coordinator, Base Support Vehicles & Equipment
Washington Navy Yard, B212
O:(202) 685-9226

EPISCOPAL HIGH SCHOOL

1200 NORTH QUACKER LANE
ALEXANDRIA, VA 22302
MARGARET COLEMAN 703-933-4001

Most Recent Safety Inspection Result

Transportation Safety Exchange
10000 Old Branch Avenue
Suite 100
Clinton, MD 20735
Tel: 855-890-8879
www.tsx.com



**TRANSPORTATION
SAFETY EXCHANGE**
Established 2012
Let's do it right the first time.

COMPREHENSIVE REVIEW No.: 2015323
COMPREHENSIVE REVIEW DATE: March 9-10, 2015

Adventures by Dawn LLC
David Buckingham
7942 Old Branch Avenue
Clinton, MD 20735

Dear Mr. Buckingham,

This letter is to notify you of the results of the above referenced Transportation Safety Exchange - Comprehensive Review (TSX-CR) recently conducted at your facility. A copy of the TSX-CR report is attached for your review.

During the TSX-CR investigation, compliance with applicable regulations and safety management controls was evaluated in six rating factors (five factors are applicable for non-HazMat motor carriers) as established by the TSX program. Results were combined with on-road performance information received from FMCSA to calculate overall factor ratings.

The TSX Program factor and overall factor ratings range from 1.00 to 5.00, with 1.00 established as the highest (best) rating. In accordance with TSX program standards, your overall factor rating is **1.00**. This rating entitles you to be listed as a **TSX Approved** motor carrier on the TSX Motor Carrier Network.

The TSX-CR report documents your compliance with safety regulations and management controls. If weaknesses are identified, the report is designed to guide you to initiate appropriate corrective action. In this way, TSX Approved motor carriers will continuously improve their culture of safety.

TSX will continue to monitor your on-road performance each month as reported by FMCSA. This data may impact individual factor ratings and your overall factor rating in the future. In the event that this process affects your TSX approval status, you will be notified immediately.

Congratulations on becoming a TSX Approved motor carrier! Your approval status indicates your dedication to quality and demonstrates to our subscribers your commitment to safety compliance.

If you have questions regarding the TSX-CR or the TSX Program, please e-mail me at bwatkins@cs-dynamics.com or call me at 855-890-8879.

Sincerely,

Brad Watkins,
TSX Program Director

Relevant Policies and Procedures

Adventure Tours Driver Qualification and Hiring Policies

Policy

Adventure Tours believes that our employees are our most valuable assets and that the success of the company is determined by the quality of its employees. Because of these beliefs, the personnel selections of the company are extremely important. The company is committed to hiring only the best and most qualified available drivers. To help carry out this commitment, Adventure Tours has implemented the following driver qualification procedures.

Responsibility

All driver recruiters, safety managers, and other involved in the hiring process must be familiar with and apply all hiring standards set forth in this policy. Each candidate must be compared against the criteria set forth with no variations. Based on this policy, each candidate must be treated equally and consistently by the parties involved in the selection and screening of driver applicants.

Qualifications

Adventure Tours driver hiring qualification standards and procedures have been developed to help ensure that drivers who share Adventure Tours values and goals of operating in a safe, legal, and professional manner.

- All drivers must have excellent communication skills and be fluent in speaking, writing and understanding the English language.
- Adventure Tours hiring standards require all driver applicants have a minimum of 5 years of verifiable driving experience.
- Adventure Tours hiring standards require that only those driver applicants with zero chargeable or preventable motor vehicle accidents within the past 3 years will be considered for employment. Because of Adventure Tours commitment to safety, the company will not consider driver applicants who fail to meet the above standard.
- Adventure Tours hiring standards also require that only those driver applicants with one or fewer violations of motor vehicle laws (other than violations involving parking only) within the past three years will be considered for employment. An applicant who has incurred more violations than the above standard has demonstrated a pattern of unsafe driving behavior which Adventure Tours finds unacceptable in any prospective driver associate.
- Adventure Tours will not consider for employment a driver applicant convicted of any offense involving the operation of a motor vehicle while impaired by alcohol.
- Adventure Tours will consider for employment a driver applicant who has been convicted of an offense involving the operation of a motor vehicle while impaired by alcohol only if the applicant has had no similar incidents within the past three years.

- Adventure Tours will not consider for employment a driver applicant who has been convicted of any careless or reckless driving of a motor vehicle offense within the past three years. Drivers convicted of operating a motor vehicle with willful or wanton disregard for the safety of persons or property is to be considered to be unsafe by the company. This kind of behavior is unacceptable in any prospective Adventure Tours driver.
- Adventure Tours will not consider any driver applicant who has been convicted of a criminal offense involving a commercial vehicle, including operating while under the influence of a controlled substance, transporting a controlled substance, or any other felony involving the use of a commercial motor vehicle.
- All drivers must complete Adventure Tours customer service and passenger sensitivity training.
- Driver applicants must provide written disclosures as to their accidents and convictions so that the items listed above can be verified. The written disclosures are to be provided to safety director.
- Driver applicants will also be required, because of experience, training, or both, to be able to:
- Safely operate an Adventure Tours vehicle

Road test and certificate

Adventure Tours requires all driver applicants to successfully complete a road test examination conducted by safety director to an offer of employment. The road test examination shall be performed in the type of vehicle the driver will operate for the company. The company's road test examination will be a minimum of 20 miles in length, and cover the following areas:

- A complete pre-trip inspection
- Placing the vehicle in operation
- Using the vehicle's controls and emergency equipment
- Defensive Driving
- Driving in traffic and passing other vehicles (if safely feasible)
- Turning
- Braking, and slowing by means other than braking
- Backing and parking
- Other slow-moving operations
- Operating ADA lift securely
- Adventure Tours is required to provide a record of road test examination form on which the driver's skill in each operation listed above is to be rated. The form is to be signed by the company official conducting the test. The original of this record will be recorded and placed in the driver's qualification file.

Upon successful completion of the road test examination, the Adventure Tours official who administered the test will complete a certificate of road test. A copy of the certificate will be given to the driver, and the original will be placed in the driver's qualification file.

Adventure Tours Driver Training Policy

Policy

Adventure Tours believes that driver training is key to ensuring drivers understands their responsibilities. Drivers will be trained on the following topics upon employment and periodically thereafter.

Responsibility

The safety department is responsible for administering applicable training to new hires. They provide periodic retraining as specified on the training schedule.

Procedures

Drivers will be trained in the following areas (at a minimum):

Hours-of-service

Adventure Tours expects all driver associates to know and comply with the hours-of-service regulations. Therefore, as part of the company's policy, all new drivers, regardless of experience, will be trained and tested in the Commercial Vehicle Driver's Hours of Service Regulations

Pre-Trip Inspections and Inspection Reports

Adventure Tours is committed to a strong vehicle inspection program. As part of the company's driver orientation policy, all new driver associates, regardless of experience, will be trained in daily pre-trip vehicle inspection procedures. These procedures include instructions on how to perform proper pre-trip inspections, on-the-road inspections, and how to prepare company vehicle inspection report forms.

Training Records

Upon completion of the training listed above, a record of the training is placed in the driver's driver qualification file

Periodic Retraining/Evaluation

All drivers will be required to attend quarterly safety meetings where refreshers of various safety topics will be covered. Drivers will also be periodically retrained in all areas listed above.

Adventure Tours Safety Guidelines and Procedures

Policy

Adventure Tours is committed to maintaining a safe working environment for all its employees.

Adventure Tours will comply with all applicable safety and security laws and regulations, such as those established by DOT, EPA, OSHA and all other federal, state, and local safety and health agencies.

Adventure Tours will make every effort to assure that generally accepted safe practices are followed by all our employees.

Responsibility

All Adventure Tours employees have a responsibility to themselves and to the company for their safety and the safety of their coworkers.

Procedures

The safety philosophy of Adventure Tours reflects and communicates our proactive corporate attitude toward safety.

All employees are required to:

- Comply with all federal, state, and local laws and regulations relevant to their work.
- Observe all company rules related to the safe and efficient performance of their work.
- Integrate safety into each job function and live by this philosophy in the performance of job duties.
- Report or correct/repair unsafe practices and equipment.
- Report any accident that occurs while on the job.

Disciplinary actions

All safety rules, regulations, plans, and procedures in effect at Adventure Tours must be followed.

Upon violation of any company safety rule, the violating employee will be penalized. The list of possible disciplinary actions includes the following:

- *Verbal reprimand*: An informal discussion concerning the incorrect safety behavior will take place as soon as possible after the supervisor becomes aware of it.
- *Written reprimand*: A written form that documents the safety misconduct will be presented to the employee and a copy will be placed in the employee's personnel file.

- *Warning of probation:* A written form will document the safety misconduct and warn the employee that another incident of the behavior will lead to probation. This form will be presented to the employee and a copy will be placed in the employee's personnel file.
- *Probation:* A period of time during which the employee is given specific rules and goals to meet, along with the advisory that if those rules and goals are not met satisfactorily, the employee will be subject to termination.
- *Warning of suspension:* A written form that documents the safety misconduct and warns the employee that another incident will lead to suspension. This form will be presented to the employee and a copy will be placed in the employee's personnel file.
- *Suspension:* A period of time during which the employee is prohibited from being in the workplace and during which the employee is not paid.
- *Dismissal/Termination of Employment:* The permanent termination of an employee from the company, initiated for disciplinary reasons.

Upon violation of any company safety guideline or rule, the employee will be penalized. The severity of the penalty will be in direct correlation to the severity of the safety violation.

Adventure Tours reserves the right to make judgments relative to employee misconduct.

Adventure Tours Vehicle Maintenance Policy

Policy

Systematic maintenance of equipment is an essential element of our transport operation. Part 396 of the Federal Motor Carrier Safety Regulations (FMCSRs) requires motor carriers to "inspect, repair and maintain all motor vehicles" under their control. Even if there were no federal regulations in place, however, it makes excellent business sense to have an organized maintenance program in operation. At Adventure Tours it is our policy to keep all company transportation equipment well maintained and in safe and efficient operating condition at all times.

It is further the policy of Adventure Tours to use the "preventive maintenance" approach with our transport equipment. The specifics of that approach will be detailed in the procedures to follow.

Responsibility

Drivers are responsible for knowing the mechanical condition of their vehicles at all times, and for operating those vehicles correctly and efficiently. The maintenance department is responsible for providing safe and drivable vehicles to Adventure Tours drivers.

Procedures

Sec. 396.3(b) of the FMCSRs specifies required vehicle records that must be kept on each vehicle controlled for 30 consecutive days or more by a motor carrier. These records include:

- a vehicle identification including a company number (if so marked),
- make,
- serial number,
- year, and
- tire size.

If the vehicle is not owned by Adventure Tours this record should indicate the name of the owner/supplier of the vehicle. The record must also contain a way to indicate the nature and due date of any inspection and maintenance operations to be performed on the vehicle, and a record of any inspections, repairs, and maintenance performed on the vehicle in question, including dates performed and specifics on the nature of the operations.

Adventure Tours keeps maintenance records on file for a period of five year(s).

Adventure Tours will maintain a complete record on each vehicle in its fleet as a matter of course. That record will include basic vehicle information, along with a listing of repair orders, procedures performed and dates of maintenance.

Adventure Tours will keep each vehicle subject to its control properly lubricated, and free of oil and grease leaks, per the provisions of the FMCSRs.

Adventure Tours employees who are responsible for inspections, maintenance, repairs, or service to the brakes must be qualified in accordance with Sec. 396.25.

Adventure Tours will ensure that a brake inspector employed by us:

- understands the brake service or inspection task to be performed
- knows and has mastered the methods, procedures, tools, and equipment used in inspecting and servicing brakes and has training or experience under one of the following:
 - has successfully completed a state or federally sponsored apprenticeship or training program or has a certificate from a state or Canadian province qualifying the person to perform brake work, or
 - has training or experience totaling 1 year, which may include appropriate training in a manufacturer sponsored or commercial training program, or experience performing brake maintenance or inspection in a motor carrier maintenance program, commercial garage, fleet leasing program, etc.

Drivers who have passed the air brake knowledge and skills test for a commercial driver's license (CDL) are considered qualified to inspect air brakes, but not to adjust or repair them without meeting the other qualification requirements listed above.

Documentation of the brake inspector's qualifications must be retained for as long as the employee is responsible for brake related work and for one year thereafter.

Preventive maintenance (PM) is an attitude and a commitment by Adventure Tours to get the most out of transport equipment by investing in its maintenance on a regular basis, according to a planned schedule.

The PM philosophy that Adventure Tours has adopted as company policy is widely used in the transportation industry.

Our PM policy reflects a very modern attitude of conservation and of wise asset utilization. Without a doubt, it also saves money for a company that is committed to its principles. The PM philosophy would say: "if it's scheduled to be replaced, replace it whether or not it has failed."

Maintenance is part of the cost of doing business, and every fleet has a major investment in its equipment. Whether or not that equipment operates efficiently and reliably has a major impact on corporate profitability. Making certain that equipment operates well is where preventive maintenance comes into the picture. Adventure Tours has implemented a PM program because of the positive impact it has in the following areas:

- PM is a major factor in promoting highway safety: A well-maintained truck is a safer truck. PM alerts all personnel to potentially hazardous conditions, e.g., equipment failure. It also facilitates recordkeeping. Safer trucks promote high driver morale, are involved in fewer accidents, create a favorable public image for Adventure Tours and the trucking industry in general, have fewer breakdowns and delays, and may play a role in determining better insurance rates.
- PM prolongs useful life of equipment: Narrow profit margins mean that transportation companies need equipment that continues to run economically and well as it ages. Component replacement in older vehicles is more difficult to schedule, so PM and its careful monitoring of vehicles is a big help.
- PM reduces unscheduled downtime: An idle truck is not making any money for Adventure Tours . Anything that minimizes unscheduled downtime in a fleet makes the equipment more productive. Drivers don't have to wait for vehicles to get out of the shop, and customers are happy because service is more reliable. Vehicle and personnel utilization are both improved when companies are able to balance workloads.
- PM reduces unscheduled repairs and the higher cost related to them: In an in-house shop, parts inventory can be kept lower if component replacement is planned as part of an overall PM schedule. The fewer times vehicles have to be repaired on the road, the better the bottom line for Adventure Tours .

In summary, a good preventive maintenance program lowers repair frequency and lowers overall maintenance cost. The service portion of PM is actually scheduled maintenance. Adventure Tours vehicles will be given PM according to the following schedule:

- **A** service every 10,000 miles or 90 days
- **B** service every 20,000 miles
- **C** service every 40,000 miles
- **D** service every 100,000 miles

At Adventure Tours compliance with the PM program is the responsibility of the safety director.

Drivers will receive training on vehicle inspection procedures including how to prepare and submit a driver vehicle inspection report (DVIR). Adventure Tours views its drivers as the first line of defense in preventing serious maintenance problems. We expect drivers to spot developing problem situations before they get to the "breakdown" point. This on the road expertise of drivers should work together with the in-shop expertise of the maintenance department.

Communication is key between drivers and the maintenance department. Some basic guidelines should help drivers contribute the most information possible to the Adventure Tours preventive maintenance program.

Drivers are expected to do complete and careful pre-trip and post-trip inspections of their vehicles. Drivers are expected to treat company vehicles as their own. Observable vehicle abuse will not be tolerated. Discovery of unauthorized modifications or tampering with any company vehicle will be reported to dispatcher. Drivers are expected to report any problems they find accurately and in detail. Problems should be reported promptly.

Adventure Tours is not responsible for loss or damage to personal effects left in vehicles prior to maintenance work being performed.

On the road, drivers are expected to spot and report potential maintenance problems:

- LISTEN for unusual or abnormal equipment sounds. Thumps, rattles, squeaks, bumps, squeals, and hisses all can signal the beginning of trouble. If things don't sound right, they should be reported to maintenance.
- SMELL for unusual odors that may signal trouble. Burning rubber, insulation, wood, scorched fabric or hot oil or other fluid can all mean problems. Diagnosis can be made early with a good sense of smell.
- FEEL changes in the vehicle's response. Steering, braking, shifting, and other handling operations all have unique "feels" in a particular vehicle. If the vehicle doesn't seem to behave the way it should, it should be reported promptly. Little problems cost much less to fix and cause less downtime.
- OBSERVE the equipment carefully when you make your required routine inspections. Defects in wiring, lights, cables, tires, splash guards, locks, air lines, coupling devices, fifth wheels, tarps and fasteners, landing gear, brakes and various accessories should all be carefully noted and reported to the maintenance department.

If an Adventure Tours driver has an unexpected breakdown while on the road, he/she should stay calm and use common sense. Report the problem and follow prescribed procedures.

If an Adventure Tours vehicle is put out of service during a roadside inspection, the driver must notify his/her driver supervisor as soon as possible to receive instructions. Adventure Tours

strictly forbids the operation of an out-of-service vehicle until the required repairs are completed. A driver who violates this policy will be subject to disciplinary action.

Adventure Tours Vehicle Breakdown and Road Repair Policy

Policy

The goal of Adventure Tours is to minimize on the road equipment breakdowns by having strong vehicle inspection and preventive maintenance programs in place. As part of its overall driver support system, Adventure Tours is committed to providing drivers with expedient and reliable breakdown and road repair service in the event of equipment failure.

When an equipment breakdown does occur, the safety of the driver and the general motoring public is top priority, but the needs of our customers must also be considered. With this in mind, Adventure Tours has implemented the following vehicle breakdown and road repair procedures that all drivers will be trained in, and are expected to follow.

Responsibility

Drivers, dispatchers, and the maintenance department must know and apply the following procedures. They must not take on roles outside of the scope of this policy. They must only address mechanical problems that are within the realm of knowledge or authorization.

Procedures

Adventure Tours has a vehicle breakdown procedure to insure the safety of our drivers and the motoring public, securement of the equipment and its passengers, timely customer notification of any delay, and facilitation of expedient equipment repair. All Adventure Tours drivers are expected to follow these procedures in the event of a breakdown.

Before beginning any work assignment or trip, the driver should perform a complete pre-trip inspection on all assigned equipment. That means the driver will check service brakes, brake hose connections, parking brake, steering, all lights and reflectors, tires, horn, windshield wipers, all mirrors, for road readiness.

The driver is required to make certain that the vehicle is equipped with required emergency gear. All Adventure Tours vehicles, will be equipped with a fully charged fire extinguisher, fuses, and warning signals. If any of these items is missing or is in need of charging, the driver must get the situation corrected immediately. Drivers should not begin any trip or work assignment unless the vehicle has all the required emergency gear.

In the event of a minor vehicle breakdown, drivers are authorized by the company to perform some small repairs. The company defines minor breakdowns as those that simply require replacing a headlamp, a fuse, a trailer reflector, etc.

All Adventure Tours vehicles must carry spare parts necessary for quick and efficient repairs of minor breakdowns. This includes items like fuses, headlamps, fuel and oil filters, spare flasher light bulbs, trailer reflectors, etc. Drivers should see their supervisor or maintenance personnel to obtain adequate vehicle spare parts inventory for their needs.

When a breakdown occurs

When an equipment breakdown occurs that requires road repair assistance, the following procedures must be implemented:

- Safely stop and secure the vehicle. No Adventure Tours vehicle should be left unattended until the parking brake has been properly set, and the driver is confident the vehicle is secure from moving. If a breakdown occurs while the vehicle is in motion, the driver should activate the emergency hazard warning signal flashers, and park as far out of traffic as possible.
- Safely place the warning devices as prescribed in Sec. 392.22 within 10 minutes of the breakdown. Once these warning devices have been placed, the driver should deactivate the emergency hazard warning signal flashers.
- After the vehicle has been secured and the warning devices put in place, the driver should communicate the vehicle's breakdown. When signaling for assistance, the driver should give the exact location information of the vehicle, including road or highway route number, nearest mile marker or exit, and direction of travel. The driver should be as specific as possible and should also provide a suggested diagnosis of the cause of the breakdown. If the cause is a blown tire, the driver should have tire size and location information available.
- When signaling a breakdown through Adventure Tours cell phone, the driver should stay with the vehicle for updates and instructions. Dispatch operations are responsible for contacting the driver with updates on pending road repairs.
- Once the breakdown has been reported to dispatch, the driver's call will be forwarded to the Maintenance Department. Adventure Tours Maintenance Department will determine the appropriate course of action. If a road service call is necessary, the Maintenance Department will locate and contact a repair vendor to facilitate repairs.
- Once repairs have been made, the driver shall notify dispatch, turn on the emergency hazard warning flashers, and safely remove the warning devices.

Adventure Tours breakdown responsibilities

Driver's responsibilities when a breakdown happens include:

- Safely stopping and securing the vehicle and load,

- Safely placing the warning devices,
- Diagnosing and calling in the breakdown,
- Notifying dispatch when repairs have been made,
- Safely removing the warning devices, and
- Forwarding all repair paperwork to the Maintenance Department.

Dispatch operations responsibilities when a breakdown happens include:

- Forwarding the driver's call to maintenance,
- Notifying the customer of any delays,
- Following up with maintenance to ensure repairs are being made,
- Keeping the driver updated, and
- Rescheduling any customer appointments when driver is moving again.

Maintenance Department's responsibilities when a breakdown happens include:

- Determining the nature of the breakdown and best course of action,
- Locating, contacting, and dispatching a vendor to facilitate repairs,
- Taking care of all billing, and
- Obtaining all repair records to be kept on file.

Adventure Tours breakdown resource number: (301) 868-1141. This is answered 24/7/365

****If and/or when a breakdown occurs, drivers are required to contact dispatch and their first line supervisor for assistance immediately.**

ADVENTURE TOURS - SAFETY POLICIES

Safety Mission Statement

Safety is a key value of the Adventure Tours culture. It is not simply a priority or condition for operation. Safety is an implicit part of everything we do - no matter the priority - no matter the circumstances.

Our mission is to motivate ourselves and fellow employees to behave safely at all times and to create and control the workplace and vehicle environments to provide healthy and safe conditions for employees, passengers, and visitors. As a result of this commitment, we will achieve the most superior levels of customer service, satisfaction and loyalty.

Safety must become an individualized ideal; that is, safety must be considered each person's individual responsibility. Only when each person within the organization can say that I am responsible for my own as well as my fellow worker's safety, will safety actually be a corporate value.

Risk Management Policy

Policy Statement

Adventure Tours is committed to minimizing risk associated with the possible injuries to employees and the general public. Risk is the potential for physical or psychological harm to employees and/or the general public. Risk Management is the identification and positive control of those risks. Therefore, it is the Company's policy to identify and address risks associated with all phases of our operation, and to manage those risks to minimize harm to employees and the public.

Adventure Tours is committed to minimizing risk while complying with all applicable local, state, and federal laws. Adventure Tours will cooperate with law enforcement officials in complying with and enforcing all applicable laws and regulations.

Responsibility and Accountability

The General Manager will be primarily responsible and accountable for carrying out an effective risk management program for the Company. He/she will be specifically responsible and accountable for identifying and managing risk within the operation. He/she will be responsible and accountable for the development of policies and procedures necessary to manage risks; purchasing of equipment to reduce risks; providing necessary training; implementing improvements in the work environment; and the measuring of all efforts to ensure their effectiveness. The General Manager will perform these duties in concert with corporate policies and practices regarding risk management, which will be defined in this policy. The risk management performance of the General Manager will be evaluated as part of their overall performance appraisal for possible promotions and salary increases.

Each employee has the responsibility for his or her own welfare as well as the welfare of other employees and the general public during the performance of their duties. Adventure Tours encourages all employees to take an active interest in managing risks by establishing dialogues with his or her department managers to define risks; act responsibly and adhere to departmental and corporate policies concerning risk management; and help fellow employees minimize risk for themselves and other. Successful risk management requires the involvement of all employees and effective communication between them and management. Adventure Tours expects the active participation of each employee in this process.

Risk Management

The management of risk will require the use of various tools and techniques to effect the changes that will be necessary to minimize identified risks. Some of these tools and techniques are:

Policies: the development of policies to communicate expected behaviors of employees, expected use of safety equipment, expected adherence to procedures, etc. is encouraged and expected. These policies should be positive and pro-active for communication to employees.

Procedures: the development of procedures to define how certain tasks should be performed, how certain equipment should be used, etc. is encouraged and expected. Once again, these procedures should be positive and pro-active for communication to employees.

Equipment: the acquisition and use of equipment to reduce risk to employees and the public should be considered. Cost benefit analysis should be performed to justify expenditures, and alternatives to the acquisition of equipment should be explored as options to such purchases.

Training: training of employees to reduce risks associated with work activities is highly encouraged and expected. Training can be used to inform employees of potential risks, inform employees of proper work procedures, proper use of equipment, etc. Training is an effective way of helping employees protect themselves and others, and is an excellent means of communicating with them.

Environmental Management: managing the work environment to minimize risk is essential. Constant surveillance of the workplace to ensure that risks are minimized is essential. Anticipating changing environmental conditions and responding to them as they relate to possible risk is also important. Good housekeeping and responding to adverse weather conditions in parking lots, walk ways, etc. are two examples of environmental management.

Measurement: effective risk management should produce positive results. Accidents should be reduced; injuries and lost workdays should be reduced; and complaints from employees and customers should be reduced. On a monthly basis, the General Manager will be required to submit to the Corporate Office a report detailing the number of accidents reported within the operation for the current month as well as the year to date, compared to the same periods for the prior year; the number of lost work days of employees for the current month and year to date compared to the prior year; and the number of complaints from employees, passengers and the general public for the current month and year to date compared to the prior year. A full explanation of these trends will be submitted and an action plan to improve performance will also be submitted as part of this monthly report.

Risk Identification

General Managers should establish regular methods of identifying risk. Some typical methods are as follows:

Regular observation of work environment. All supervisors are encouraged and expected to observe activities and changes within the work environment as they relate to risk. It is important to develop checklists, or use those found in the Appendices section, and to document all observations.

Employee input. Input of employees relative to risk and safety should be considered and acted upon when appropriate. It is worthwhile to document employee input (form provided under "Appendices"). Interactive communications with all employees is required to develop good communication relative to risk identification.

Passenger and public concerns: All communications from passengers and the general public regarding unsafe practices or risks associated with Adventure Tours' operation and activities should be documented and associated risks should be identified.

Accidents: all accidents involving employees while performing work should be thoroughly documented and reviewed to identify the risks associated with each particular incident.

Accident Reporting

All departments will use the appropriate accident/incident reporting form provided specifically by the insurance company, or one of the forms provided in the Toolbox section of this manual. You will find two forms for all accidents and incidents related to employee injuries at the work site as well as two forms for accidents and incidents involving Adventure Tours vehicles or equipment while in use. Any injury to an employee, no matter how minor and any damage to company-operated vehicles and equipment, no matter how minor, must be reported on these forms. All "near misses" and non-injury/non-damage incidents should also be reported at the time of the incident by immediately calling dispatch following the commencement of emergency roadside procedures.

The following procedures must be followed in all cases:

- **ALL INFORMATION REQUESTED MUST BE PROVIDED ON THE FORM;**
- **THE FORM MUST BE COMPLETED AND SUBMITTED TO THE SAFETY DEPARTMENT REPRESENTATIVE WITHIN 24 HOURS OF THE TIME OF THE ACCIDENT/INCIDENT;**

These procedures will be followed for every accident/incident, which occurs to ensure that they are documented properly, and that they are investigated and used by management for identifying and eliminating risks associated with them. When an accident or injury occurs, the department manager must do the following:

- **INFORM THE SAFETY DEPARTMENT REPRESENTATIVE THAT AN ACCIDENT OR INJURY HAS OCCURRED;**
- **INITIATE AN INVESTIGATION OF THE ACCIDENT, INCLUDING VISITS TO THE ACCIDENT SITE, INTERVIEWS OF POLICE, WITNESSES, FELLOW EMPLOYEES, ETC.;**
- **COOPERATE WITH REPRESENTATIVES OF OUR INSURANCE COMPANIES AND OTHER OFFICIALS INVOLVED IN THE ACCIDENT INVESTIGATION.**

DRIVER MANAGEMENT POLICY

It is the policy of Adventure Tours to hire, train and manage drivers to provide the safest and most pleasurable service to our customers, and to comply with all applicable Federal and State Regulations while doing so.

It is the responsibility of the General Manager to oversee and coordinate all driver management activities and to ensure compliance with this policy.

Hiring

All applicants for the driver position must meet the minimum qualifications as set forth below:

Minimum Qualifications

- **HIGH SCHOOL DIPLOMA OR GED EQUIVALENT;**
- **US CITIZEN OR PERMANENT VISA;**
- **MUST BE AT LEAST 23 YEARS OF AGE;**
- **MUST HAVE A VEHICLE DRIVER'S LICENSE FOR AT LEAST 3 YEARS;**
- **MUST HAVE ACCEPTABLE DRIVING RECORD (MVR). REFER TO "DRIVER MANAGEMENT PROCEDURES" IN THE TOOLBOX SECTION OF THIS MANUAL;**
- **MUST BE PHYSICALLY CAPABLE TO PERFORM THE ESSENTIAL JOB FUNCTIONS;**
- **MUST HAVE NO CONVICTION OF A FELONY;**
- **MUST COMPLY WITH ALL OTHER APPLICABLE QUALIFICATIONS FOR EMPLOYMENT ESTABLISHED BY REGULATION AND BY ADVENTURE TOURS;**
- **MUST SATISFACTORILY DEMONSTRATE ACCEPTABLE DRIVING BEHAVIORS DURING A ROAD TEST.**
- **MUST BE ABLE TO READ STATE AND FEDERALLY-REGULATED ROAD AND STREET SIGNS AS WELL AS CONVERSE IN THE ENGLISH LANGUAGE IN A FLUID AND CONSISTENT MANNER**

Training

Training will be provided to all drivers on a recurring basis, as follows:

New Driver Training

The initial training of a newly hired professional driver will include at least the following:

- **KNOWLEDGE AND SKILL PREPARATION TO OBTAIN A PASSENGER ENDORSEMENT (IF NECESSARY);**
- **PROFESSIONAL DRIVER TRAINING AS FOLLOWS:**
 - **DEFENSIVE DRIVING;**
 - **TRIP PLANNING AND PREPARATION;**
 - **PRE AND POST-TRIP INSPECTION PROCEDURES;**
 - **EMERGENCY AND ACCIDENT PROCEDURES;**
 - **COMPLIANCE WITH REGULATIONS;**

- **COMPREHENSIVE KNOWLEDGE OF THE EQUIPMENT;**
- **ALCOHOL AND CONTROLLED SUBSTANCE EFFECTS AND CONSEQUENCES;**
- **PASSENGER ASSISTANCE (INCLUDING "SPECIAL NEEDS" PASSENGERS);**
- **BAGGAGE HANDLING;**
- **CUSTOMER RELATIONS;**
- **EMPLOYEE HEALTH AND SAFETY (PERSONAL WELLNESS & FATIGUE MANAGEMENT, PERSONAL PROTECTIVE EQUIPMENT, HAZARD COMMUNICATION, ETC.)**

Annual Refresher Training (Recertification)

Annual refresher training (recertification) for drivers will include at least the following:

- **QUARTERLY ONE HOUR SAFETY MEETINGS;**
- **ROAD TEST RECERTIFICATION OF DEFENSIVE DRIVING SKILLS;**
- **SPONTANEOUS GROUP OR ONE-ON-ONE TRAINING, WHEN APPROPRIATE.**

Remedial Training

The need for retraining is required for drivers who have experienced behavioral difficulties (e.g., preventable accidents, moving violations, passenger or motorist complaints, unsatisfactory performance observed during road observations, etc.)

Remedial training will be at least four hours in length and will focus on the specific issues involved in the inappropriate behavior. Classroom and off roadway training should be used in addition to a road test with commentary driving to confirm that appropriate behaviors are understood and practiced.

Training Documentation

All training, regardless of the type, must be properly documented, including the driver's name, date of training, subject(s) covered, and the identity of the trainer.

Expected Behaviors and Discipline

Drivers will use the following procedures to insure appropriate and safe behavior:

- **AT LEAST AN ANNUAL REVIEW OF THE MVR;**
- **DISCIPLINARY ACTIONS FOR SPECIFIC UNACCEPTABLE BEHAVIORS AS FOLLOWS:**

Length of Time	Unacceptable Behaviors	Action To Be Taken Time
0 - 12 months	1 - PREVENTABLE ACCIDENT 1 - MOVING VIOLATION IN ANY VEHICLE 1 - UNACCEPTABLE ROAD/RIDE OBSERVATION REPORT 2 - VERIFIED COMPLAINTS	Warning and Remedial Training
0 - 12 months	2 - PREVENTABLE ACCIDENTS 2 - MOVING VIOLATIONS IN ANY VEHICLE 2 - UNACCEPTABLE ROAD/RIDE OBSERVATION REPORTS 4 - VERIFIED COMPLAINTS	Termination
12 - 24 months	2 - PREVENTABLE ACCIDENTS 2 - MOVING VIOLATIONS IN ANY VEHICLE 2 - UNACCEPTABLE ROAD/RIDE OBSERVATION REPORTS 4 - VERIFIED COMPLAINTS	Suspension and Remedial Training
24 - 36 months	3 - PREVENTABLE ACCIDENTS 3 - MOVING VIOLATIONS IN ANY VEHICLE 3 - UNACCEPTABLE ROAD/RIDE OBSERVATION REPORTS 6 - VERIFIED COMPLAINTS	Termination
NOTE	Any combination of the above unacceptable behaviors will be used to determine appropriate disciplinary actions to be administered.	
N/A	Any violations while operating any vehicle or accidents while operating a company vehicle not reported within 24 hours.	Termination

Length of Time	Unacceptable Behaviors	Action To Be Taken Time
N/A	Any conviction resulting from a moving violation in any non-commercial vehicle not reported within 24 hours.	Disciplinary Action as determined by the General Manager
N/A	DUI/DWI Conviction	Termination
N/A	Any confirmed positive or any refusal to have a test administered when directed by management.	Termination
N/A	Falsification of record-of- duty status records (logs).	Termination
N/A	Tampering with pre-set safety devices on vehicles.	Termination
N/A	Violations involving excessive speeding, reckless driving, disobeying stop signs or traffic signals, or other serious traffic offense defined in the Federal Motor Carrier Safety Regulations; or a preventable accident involving excessive speed, reckless driving, or other irresponsible behaviors as determined by Management.	Termination
N/A	Any violation of safety rules, performance evaluation criteria, or other policies in effect.	Disciplinary Action as Determined by the General Manager
N/A	Verified Complaints – any written complaints from a motorist, passenger, or other person concerning the behavior of a driver in the course of their duties for the Company.	Disciplinary Action as Determined by the General Manager
N/A	Violation of the Cell Phone Usage Policy	Disciplinary Action as Determined by the General Manager

On-Going Regulatory Requirements for Drivers

The following requirements will be satisfied for all drivers of commercial vehicles:

- **SEMI-ANNUAL MVR;**
- **ANNUAL RECERTIFICATION/REQUALIFICATION;**
- **PHYSICAL REQUALIFICATION IN ACCORDANCE WITH DOT REGULATIONS (ANNUALLY IF 65 YEARS OF AGE OR OLDER);**
- **VERIFICATION OF DRIVER LOGS;**
- **PARTICIPATION IN RANDOM, REASONABLE SUSPICION, AND POST-ACCIDENT ALCOHOL AND CONTROLLED SUBSTANCE TESTING PROGRAM.**

Positive Communication and Feedback

Regular, frequent communication to drivers regarding acceptable performance and safe behaviors will be required. This communication will be accomplished as follows:

- **PERIODIC SAFETY MESSAGES TO ALL DRIVERS;**
- **POSTING OF COMPLIMENTARY LETTERS FROM PASSENGERS OR THE GENERAL PUBLIC;**
- **DISCUSSION OF POSITIVE PERFORMANCE AND BEHAVIOR AT SAFETY MEETINGS;**
- **ANNUAL REVIEW OF PERFORMANCE FOR THE DRIVER CONDUCTED BY THE GENERAL MANAGER;**
- **INFORMAL, DIRECT RECOGNITION OF ACCEPTABLE BEHAVIOR OR ENCOURAGEMENT FOR APPROPRIATE BEHAVIOR WHENEVER POSSIBLE AND APPROPRIATE;**
- **ADDITIONAL METHODS OF POSITIVE COMMUNICATION AS APPROPRIATE (E.G., RECOGNITION OF BIRTHDAYS, COMPANY ANNIVERSARIES, ETC.).**

VEHICLE MANAGEMENT POLICY

It is the policy of Adventure Tours to ensure that all vehicles are safe for use by employees and can be efficiently operated. Accordingly, all vehicles shall be maintained at specific intervals and in prescribed ways for the safety of employees and the general public.

It is the responsibility of the general manager and maintenance manager to ensure that all employees involved with the maintenance and repair of vehicles comply with this policy by following all established procedures for this process.

Types of Maintenance

To ensure the safe and efficient operation of vehicles, the following types of inspections, maintenance, and related activities shall occur as described below:

- **DAILY VEHICLE INSPECTION BY DRIVERS;**
- **UNSCHEDULED MAINTENANCE;**
- **SCHEDULED PREVENTIVE MAINTENANCE;**
 - AT 6,000 MILES OR 45 DAYS INTERVALS;**
 - AT 18,000 MILES OR 120 DAYS INTERVALS;**
- **ANNUAL INSPECTIONS AND MAINTENANCE;**
- **MAJOR COMPONENT REPAIR/REPLACEMENT;**
- **REHABILITATION;**
- **MONITORING AND INVESTIGATION OF "MYSTERY" DAMAGE;**
- **RECORDKEEPING;**
- **MONTHLY PERFORMANCE REPORTING;**
- **WARRANTY RECOVERY PROGRAM;**
- **PERIODIC PROGRAM REVIEW;**
- **CERTIFICATIONS AS FOLLOWS:**
 - **ANNUAL INSPECTION TECHNICIANS;**
 - **BRAKE TECHNICIANS.**

Driver Vehicle Inspection Reports

Each driver of company owned commercial vehicles shall inspect that equipment before and after use. Forms are provided for this purpose in the Appendix section of this manual and must be completely filled out by the driver in all cases.

This inspection is intended to identify any safety related defects on the vehicle and any non-safety functional defects.

At the beginning of each shift, a driver must perform a pre-trip inspection of the vehicle. This pre-trip inspection will be performed after review of the post trip inspection report filled out by the previous driver. If safety defects were noted on the previous report, these defects must be corrected before the vehicle is again operated.

Only after a driver has confirmed that any previously noted safety related defect(s) have been repaired, and that all systems are functioning properly, he/she may operate the vehicle. At the end of a pre-trip inspection, the current operator will sign the bottom of the report prepared by the previous operator at the end of the last shift.

Non-commercial company owned the driver should also inspect vehicles before operating them. If safety defects are found, they should be reported immediately to the maintenance department for repair prior to use.

Unscheduled Maintenance

When drivers report defects, the vehicle should be inspected and repaired by a service technician. All repairs should be properly documented. If the repair is related to a safety defect noted on the Driver's Vehicle Inspection Report, the service technician must sign that form at the appropriate location to indicate that the defects were repaired. Work order numbers should be indicated as a cross reference to the DVIR.

Scheduled Maintenance

Each commercial vehicle operated by the Company must undergo preventive maintenance inspections every 6,000 miles or 45 Days, whichever occurs first. This inspection shall be performed in a scheduled manner by qualified and experienced mechanics. An inspection form is included in the Appendix section of this manual for this purpose.

In addition, oil changes and chassis lubrication should occur at these intervals as routine preventive maintenance.

Each vehicle will be more comprehensively inspected every 18,000 miles or 120 Days, whichever occurs first. This inspection will include all other components and systems not inspected during the 6,000 mile or 45 Days inspection, including the required emergency window and exit push out documentation.

For these inspections to be performed properly, complete procedures for each type of vehicle with regards to inspection of components and systems should be available to mechanics. These procedures should be obtained from the manufacturers for your use.

An annual inspection of each vehicle owned by the company must also be performed. A form for use with commercial vehicles is also included in the Appendix. This form can be modified for use with non-commercial fleet vehicles as well.

The annual inspection is intended to ensure that the vehicle has no observable defects of any type and must be performed in compliance with Federal Motor Carrier Safety Regulations requirements, found in Part 396, Appendix G.

Major Component Repair/Replacement

The need for major component repair and replacement is determined primarily through historical information maintained by the Maintenance Manager for each vehicle, as well as through problems reported by drivers.

Engine and transmission overhauls should be performed as noted above or at other intervals recommended by manufacturers.

Monitoring of "Mystery" Damage

All employees responsible for the operation and maintenance of company vehicles are required to carefully monitor vehicle damage in order to identify the source of all newly incurred damage as well as those responsible for such damage and to take appropriate disciplinary action to eliminate the problem.

Rehabilitation

Rehabilitation of vehicles should be performed when necessary or as planned. Exterior painting, replacement of seats, etc. should be performed as necessary or on a scheduled basis based upon the expected life and use of the vehicle.

Recordkeeping

A vehicle file shall be prepared for each vehicle owned by Adventure Tours. All evidence of inspection and repair shall be kept in this file for the duration of vehicle ownership by the company, and for one year thereafter.

Copies of the daily vehicle inspection reports prepared by drivers shall be kept for the previous 90 days. These reports must be thoroughly completed, including the required signatures by drivers and mechanics and the applicable work order number(s) for noted defects and repairs.

Inspection forms for 6,000 mile/45 Days and 18,000 mile/120 Days interval inspections and annual inspections shall be fully completed and kept in the vehicle file.

Any work performed on a vehicle shall be documented on a work order sheet. A typical work order sheet is included in the toolbox. All parts and labor associated with maintenance activities shall be documented on this sheet. These completed sheets shall be kept in the vehicle file.

All inspection and maintenance forms shall include, as part of their completeness, the date and the mileage from the odometer or hubometer of the vehicle. This is mandatory information that must be on each form used for inspection and repair.

Monthly Performance Reporting

In order to effectively manage the total maintenance program, the Maintenance Manager will issue a monthly report on fleet performance. This report will provide information on fuel and motor oil consumption for each vehicle in the entire fleet. A report on in-service failures or reported problems shall be included to provide an analysis of maintenance performance. Included with the report will be information on monthly and year-to-date performance of the fleet. This information will be useful to monitor long-term trends on fuel and oil use, as well as mechanical and non-mechanical breakdowns.

Comparisons of performance by the various types of vehicles in the fleet will also be performed and included in the monthly report.

Warranty Recovery Program

The method of warranty recovery is determined by the manufacturer's guidelines for filing the warranty. Warranties will generally be written monthly for submission to the manufacturer. All items that are determined to be defective will be removed and submitted to the manufacturer for credit. Labor and parts will be calculated based on the warranty publication of the manufacturer's guidebook. It is the policy of Adventure Tours to aggressively pursue warranty dollars from manufacturers for reimbursement of defective items.

Review of Maintenance Plan

The maintenance program, along with stated goals and objectives, should be reviewed every three years to ensure its effectiveness. This review should include an analysis of the preventive maintenance program together with results achieved. While various factors such as climate, urban density, type of operation and fleet age will have a bearing on this review, it is important to ensure that the maintenance program is the

most effective possible on a continued basis.

Certifications (Annual Inspection and Brake Technician)

Individuals performing annual inspections of vehicles will be qualified to do so in accordance with the provisions outlined in Section 396.19 of the Federal Motor Carrier Safety Regulations. Evidence of the individual's qualifications must be retained for examination upon demand for the duration of the employee's employment, and for one year thereafter.

Individuals performing inspections, service, maintenance or repairs to the brake systems of commercial vehicles will be qualified to do so in accordance with the provisions outlined in Section 396.25 of the Federal Motor Carrier Safety Regulations. Evidence of the individual's qualifications must be retained for examination upon demand for the duration of the employee's employment, and for one year thereafter.

ENVIRONMENTAL HEALTH AND SAFETY POLICY

It is the policy of Adventure Tours to provide a safe, clean work environment for all employees, to establish an effective and continuous safety and health program through educational and monitoring procedures, and to comply with all applicable OSHA and EPA regulations.

A comprehensive program will be implemented to protect the lives and health of our employees, our customers, and visitors.

It will be the responsibility of the General Manager to oversee and coordinate the safety and health program. Department managers, supervisors, safety department representatives and employees play a major role in maintaining environmental health and safety in the workplace.

Required Elements of the Program

- **SAFETY AND HEALTH ORIENTATION FOR ALL EMPLOYEES;**
- **FACILITY AND EQUIPMENT FAMILIARIZATION;**
- **ONGOING, JOB SPECIFIC SAFETY TRAINING AND EDUCATION;**
- **SAFE WORK RULES FOR ALL EMPLOYEES;**
- **EMERGENCY EVACUATION PLANS;**
- **HOUSEKEEPING EXPECTATIONS;**
- **JOB HAZARD ANALYSES;**
- **ENVIRONMENTAL CONTROLS (INFECTIOUS AGENTS, NOISE, AIR QUALITY, SANITATION, ETC.);**
- **OBSERVATIONS OF WORKPLACE ACTIVITIES;**
- **WORKPLACE INSPECTIONS AND AUDITS;**
- **PERSONAL PROTECTIVE EQUIPMENT PROVISIONS AND USE;**
- **SYSTEM TO REPORT UNSAFE WORKING CONDITIONS;**
- **SAFETY REMEDIATION PROCEDURES (CORRECTIVE DISCIPLINE).**

Safety and Health Guidelines

Employees must be encouraged to inform supervisors about their concerns or complaints regarding unsafe working conditions, together with suggested ways to correct or eliminate the identified problem.

Supervisors must immediately attempt to remedy identified problems and concerns of employees where possible and refer all such matters to the General Manager for further review.

Each member of the organization must be aware of the importance of keeping the workplace safe and applying safe work practices. Violations of any work rules, or noncompliance with established procedures and requirements, will result in appropriate disciplinary action.

ACCIDENT REPORTING AND INVESTIGATION POLICY

It is the policy of Adventure Tours to document each accident, which occurs involving employees and equipment, and to thoroughly investigate each accident reported, so that claims may be handled fairly and appropriate actions can be taken to prevent future occurrences. All operations and employees will follow the established procedures applicable to this process.

Definitions

Accident - an event which results in any injury, no matter how minor, to employees or other parties, occurring within company owned facilities or involving the operation of company owned vehicles, through the actions of company employees and representatives, or damage to any property, whether company owned or not, resulting from actions of company employees or the actions of others.

Accident report forms - forms for the reporting of accidents to be used by all managers. Examples of these forms can be found in the Appendix section of this manual.

Management Responsibility

It will be the responsibility of the safety department representative to oversee and document accident reporting and investigation activities throughout the organization.

It will be the responsibility of each Department Manager to inform his/her employees of these policies and to insure that all accidents are reported on the appropriate forms and in a timely manner. In addition, each Department Manager must insure that all accidents are thoroughly investigated. The annual performance review process for Department Managers will include a review of their department's compliance with this policy.

Accident Reporting and Recording

All accidents shall be reported immediately after they occur. Off-site accidents must be reported to the dispatcher as soon as practical by telephone.

The appropriate accident form must be filled out completely within 24 hours. Keep in mind that some information must be acquired at the accident scene before departure.

Accident reports should be maintained in separate files along with other pertinent information. A record of all vehicular accidents must be maintained collectively on a separate log (accident register). Work site accidents involving injuries to employees must be maintained collectively on an OSHA 300 form.

If the accident involves an employee driving a commercial vehicle, immediate action must be taken to determine if post-accident drug/alcohol testing is required. If so, the supervisor on duty is required to insure the timely testing of the employee.

All departments will use the accident/incident reporting forms attached to this policy or other forms provided and required by the insurance carrier. Any injury to an employee, no matter how minor, and any damage to any vehicle or equipment, no matter how minor, and any injury to a member of the general public which occurs on or within company facilities, or as a result of company employee or equipment activities, must be reported on these forms. All "near misses" or non-injury/non-damage incidents should also be reported.

Accident Investigation

All accidents must be investigated to determine preventability and reduce the likelihood of a recurrence in

the future. Reports for each accident must be prepared and shall include a determination of preventability, changes to be implemented, and time frames for implementation. This includes reference to employee disciplinary actions, if appropriate.

Sample forms are included in the Toolbox section of this manual for this purpose. Copies of completed forms will be forwarded to the General Manager for review.

Specific information concerning Accident/Incident Investigation is included in the Toolbox section as well. This information will assist management in effectively investigating these events and determining causative factors.

MODIFIED RETURN-TO-WORK POLICY

It is the policy of Adventure Tours to try if possible to provide modified job opportunities to employees who sustain on-the-job injuries, which are not permanent in nature. This program has been implemented due to the increased costs of administering and paying for workers' compensation claims in an effort to control our losses.

This program requires a cooperative effort from everyone. It is the responsibility of the General Manager to insure that all managers and supervisors understand the process and carry out established procedures.

Objectives:

- 1) To prevent injuries before they happen
- 2) To control the costs of workers' compensation after they happen.

Our safety program is designed to reduce the likelihood and frequency of injuries. Our modified work program is designed to control the costs of injuries once they occur.

Modified work offers an opportunity for our employees who are capable of some job function (but not capable of full-duty) to return to the workplace after sustaining an injury.

This approach is of benefit to both Adventure Tours and the employee and is critical in keeping our injured workers part of the workforce - socially, mentally, and physically. Good, loyal employees should have the opportunity to continue to make contributions according to their abilities.

Management's Responsibilities

- **UNDERSTAND AND SUPPORT THE PROGRAM;**
- **CHOOSE APPROPRIATE MODIFIED WORK JOBS;**
- **TRAIN SUPERVISORS;**
- **CHOOSE A COMPANY PHYSICIAN;**
- **MEET WITH THE COMPANY PHYSICIAN;**
- **POST THE POLICY STATEMENT;**
- **DISTRIBUTE MATERIALS;**
- **MONITOR PROGRESS.**

Supervisor's Responsibilities

- **CONDUCT POST-ACCIDENT ACTIVITIES;**
- **PROVIDE APPROPRIATE TYPES OF RETURN TO WORK ACTIVITIES FOR EMPLOYEES;**

- **PROVIDE SUPERVISORY SUPPORT;**
- **PROVIDE POST INJURY MANAGEMENT.**

The intended result of the return-to-work program is faster rehabilitation and return to normal work duties for employees.

ADVENTURE TOURS CELL PHONE USE POLICY

It is the policy of Adventure Tours to provide communication technology capabilities for drivers to help them perform their duties in a safe and secure manner. When drivers are entrusted with cell phones, camera phones, or pagers it is their responsibility to utilize them in a safe, prudent manner that does not jeopardize their safety or that of other employees, passengers and the motoring public, or our equipment, facilities and other materials. It is essential that when a conflict exists between safety and the utilization of one of these devices, safety must receive top priority.

Cell Phones

Do not use the cell phone while driving unless it is absolutely necessary. Social calls are not allowed while you drive. It is only for communication with company representatives for company purposes.

If you must use the cell phone for communication:

1. Obey all state and local laws regarding in-vehicle cell phone use;
2. Get to know your cell phone's features such as speed-dial and redial. Memorize your keypad;
3. Do not use phone text messaging or similar protracted data functions while driving;
4. Always use hands-free devices, such as ear/mike accessory and phone cradle;
5. Position the cell phone within easy reach;
6. Let the person you are speaking with know you are driving;
7. Suspend conversations during hazardous situations, including congested traffic or bad weather;
8. Never take notes or look up information while driving;
9. Dial sensibly and assess the traffic. Except during an emergency; place the calls when you are not moving or before pulling into traffic;
10. Do not engage in stressful or emotional conversations that may divert your attention from the road or your responsibilities;
11. Keep any necessary conversations brief;
12. Hang up without warning in precarious traffic situations. You can always explain later why you disconnected.

Violation of this policy will result in disciplinary actions as detailed in the Driver Management Policy.

Camera Phone Checklist

In addition to the items detailed for cell phone use above:

- **NEVER TAKE PHOTOGRAPHS OF ANYBODY WITHOUT THEIR PERMISSION;**
- **IF YOU ARE INVOLVED IN AN ACCIDENT, TAKE PHOTOGRAPHS OF THE ACCIDENT SCENE. PHOTOGRAPH THE FOLLOWING:**
 - **VEHICLES AT THEIR PLACES OF REST;**
 - **SKID MARKS, GOUGE MARKS, DEBRIS, ETC.;**
 - **PEOPLE WHO WERE INVOLVED IN THE ACCIDENT AND WHO APPARENTLY HAVE NO INJURIES;**
 - **FIRE DEPARTMENTS, POLICE DEPARTMENTS, EMERGENCY MEDICAL SERVICES, ETC.;**
 - **NEVER PHOTOGRAPH INJURED PEOPLE**

ADVENTURE TOURS CAR AND SERVICE TRUCK POLICY

You have been entrusted with a vehicle owned by the company. In order to operate the company vehicle you must agree to the following requirements:

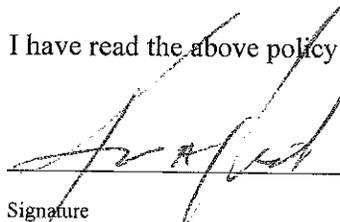
- **YOU MUST MAINTAIN A VALID DRIVER'S LICENSE. IF YOUR LICENSE IS SUSPENDED OR REVOKED FOR ANY REASON YOU MUST IMMEDIATELY INFORM THE GENERAL MANAGER.**
- **YOU AGREE THAT THE COMPANY CAN OBTAIN A COPY OF YOUR MVR ON AN ANNUAL BASIS. YOU ALSO AGREE TO REPORT CONVICTIONS INVOLVING MOVING VEHICLE VIOLATIONS WITHIN FIVE (5) DAYS OF THE DATE OF CONVICTION.**
- **YOU WILL INSURE THAT A COPY OF A VALID VEHICLE REGISTRATION AND AN EFFECTIVE PROOF OF INSURANCE IS KEPT IN THE GLOVE COMPARTMENT OF THE VEHICLE AT ALL TIMES.**
- **YOU WILL IMMEDIATELY INFORM THE GENERAL MANAGER OF ANY ACCIDENTS IN WHICH YOU ARE INVOLVED WITH THE COMPANY VEHICLE. YOU WILL ALSO IMMEDIATELY INFORM THE COMPANY REGARDING ANY DAMAGE TO THE COMPANY VEHICLE, REGARDLESS OF WHEN OR HOW IT HAPPENS.**
- **YOU WILL NOT DRIVE THE COMPANY VEHICLE IF YOU HAVE CONSUMED ALCOHOL ABOVE LEGAL LIMITS FOR DRIVING.**
- **YOU WILL NOT DRIVE THE COMPANY VEHICLE IF YOU FEEL IMPAIRED FOR ANY REASON, INCLUDING CONSUMPTION OF ALCOHOL, USE OF ANY DRUGS, FATIGUE, ETC.**
- **IF YOU ARE AUTHORIZED TO OPERATE THE COMPANY VEHICLE FOR PERSONAL USE. YOU MUST REPORT MILES ACCUMULATED FOR PERSONAL USE AT THE END OF EACH TRIP.**
- **YOU WILL RESTRICT THE OPERATION OF THE COMPANY VEHICLE TO THOSE PERSONS AUTHORIZED BY THE COMPANY. AUTHORIZED PERSONS ARE:**
 - **YOURSELF;**

- **ANY OTHER EMPLOYEE OF THE COMPANY WHO OPERATES A COMPANY VEHICLE.**

For the company vehicle to be operated by any other person, written any non-authorized individuals must acquire consent from the General Manager previous to its operation.

- **YOU WILL KEEP THE VEHICLE IN A NEAT AND CLEAN CONDITION. NO BUMPER STICKERS, DECALS, ETC. CAN BE PLACED UPON THE COMPANY VEHICLE WITHOUT PREVIOUS CONSENT FROM THE COMPANY.**
- **YOU WILL MAINTAIN THE VEHICLE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS NECESSARY AND REASONABLE. ANY MAINTENANCE PERFORMED ON THE COMPANY VEHICLE MUST BE DOCUMENTED AND THIS DOCUMENTATION MUST BE HANDED IN TO THE GENERAL MANAGER**

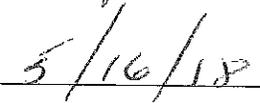
I have read the above policy and agree to all conditions contained therein.



Signature



Name



Date

ADVENTURE TOURS

DRUG AND ALCOHOL USE AND TESTING POLICY

1.0 Introduction and Overview

- 1.1 The U.S. Department of Transportation (DOT) has issued regulations which govern the use of drugs and alcohol by motor vehicle drivers, and which also require Adventure Tours to conduct mandatory drug and alcohol testing of drivers at the times and under the conditions described in this Policy.
- 1.2 It is Adventure Tours intention to comply fully with the DOT's regulations governing drug and alcohol use and testing, and the requirements of DOT's regulations have been incorporated into this Policy. In the event DOT's regulations are amended, this Policy and the applicable term(s), condition(s) and/or requirement(s) of this Policy shall be deemed to have been amended automatically at that time, without the need for redrafting, in order to reflect and be consistent with DOT's regulations. In such case, the Company reserves the right to apply the amended requirements immediately, and without giving prior notice to drivers and/or applicants, unless such notice is required by DOT or another applicable law. It is also the Company's intentions to comply with any applicable state requirements governing drug and/or alcohol testing, which are not preempted by DOT regulations. Adventure Tours also intends to comply with the applicable requirements of the Drug-Free Workplace Act of 1988, the Americans With Disabilities Act, and the Family and Medical Leave Act.
- 1.3 Under the Adventure Tours Policy, drug and alcohol testing will be conducted on any current and/or prospective driver who may be required to operate a motor vehicle having a gross vehicle weight rating in excess of 26,000 pounds in interstate or intrastate commerce, and on any driver who may be required to operate a vehicle which is designed to transport 16 or more people including the driver.
- 1.4 All applicants for positions with Adventure Tours as a driver will be notified of the Company's drug and alcohol use and testing policy at the time they apply for a driver position with the Company.
- 1.5 Adventure Tours has spent a great deal of time and effort in developing and implementing the terms, conditions and requirements of this Policy, whose terms, conditions, requirements and implementation comply with DOT's regulations.

2.0 Definitions of Terms Used in this Policy

- 2.1 For purposes of this Policy and the Company's drug and alcohol testing program, "*safety-sensitive function*" means any of the following: (i) driving; (ii) the time spent waiting to be dispatched, at Adventure Tours facility or other property, unless the driver has been relieved from duty; (iii) inspecting, servicing or conditioning equipment; (iv) being in or on a commercial motor vehicle (except resting in the sleeping berth); (v) loading or unloading including supervising or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle; giving or receiving receipts for a shipment being loaded or unloaded; (vi) repairing, obtaining assistance, or attending a disabled vehicle.

- 2.2 For purposes of this Policy and the Company's drug and alcohol testing program, *company business* includes, but is not limited to, work performed on or in a Company property including a Company vehicle, and work performed on or in a non-Company vehicle being used for conducting company business; the term also includes
- 2.3 For purposes of this Policy and the Company's drug and alcohol testing program, "refusing to be tested" means any of the following: (i) failing to provide an adequate urine specimen for a drug test without a valid medical explanation; (ii) failing to provide adequate breath for an alcohol test without a valid medical explanation; (iii) failing to provide a saliva sample if directed; (iv) failing to submit to a test as directed; (v) engaging in any conduct which clearly obstructs the testing process; (vi) providing an adulterated specimen; or (vii) providing a substitute specimen.
- 2.4 For purposes of this Policy and the Company's alcohol testing program, an alcohol test will be considered "positive" when the alcohol concentration level registers 0.02 or greater.

3.0 Prohibited Drug and Alcohol Use and Activities

- 3.1 The goals of Adventure Tours Policy and the testing of drivers is to insure a drug and alcohol-free transportation and work environment, and to reduce and help eliminate drug and alcohol related accidents, injuries, fatalities, and damage to property.
- 3.2 In furtherance of Adventure Tours goals, the conduct specified in Section 3.3 of this Policy is prohibited whenever a driver is on duty; whenever a driver is performing, or just about to perform, a safety-sensitive function (as defined in Section 2.1 of this Policy); whenever a non-DOT worker is performing, or just about to perform, a safety-related activity, whenever a driver is otherwise engaged in Company business (as defined in Section 2.2 of this Policy); or at the times otherwise specified in this Policy.
- 3.3 The following conduct is strictly prohibited: (i) drivers are prohibited from using, being under the influence of, or possessing illegal drugs; (ii) drivers are prohibited from using or being under the influence of legal drugs that are being used illegally; (iii) drivers are prohibited from using or being under the influence of legal drugs whose use can adversely affect the ability of the driver to perform his or her job safely; (iv) drivers are prohibited from selling, buying, soliciting to buy or sell, transporting, or possessing illegal drugs while on Company time or property; (v) drivers are prohibited from using alcohol within four (4) hours of driving or performing any other safety-sensitive function; (vi) drivers are prohibited from using or being under the influence of alcohol at any time while driving or performing any other safety-sensitive function; (vii) drivers are prohibited from possessing any amount of alcohol (including possessing medications which contain alcohol) while on duty or driving, unless the alcohol is manifested and being transported as part of the shipment; (viii) testing positive for drugs and/or alcohol; (ix) refusing to be tested for drugs and/or alcohol (as defined in Section 2.3 of this Policy); (x) failing to submit to a drug and/or alcohol test as directed by the Company; (xi) providing adulterated or substitute specimens for a drug test; (xii) failing to stay in contact with the Company and its medical review officer while awaiting the results of a drug test; (xiii) violating any applicable federal and/or state requirement governing the use of drugs or alcohol; (xiv) doing anything to obstruct Adventure Tours goals with respect to drugs and alcohol.

- 3.4 A driver who violates these prohibitions will be subject to disciplinary action mandated by the DOT (described in sections 6.13, 6.23 and 6.24 of this Policy). Drivers who violate these prohibitions will also be subject to disciplinary action by the Company, up to and including discharge. In addition, any driver who is convicted by the judicial system of a felony for a drug or alcohol-related matter will be subject to disciplinary action up to and including termination.

4.0 Tests Required

- 4.1 In general: Adventure Tours is required by DOT to conduct tests under the following conditions or times: (i) before a driver-applicant is hired or an existing non-DOT worker performs DOT driving duties (pre-employment/pre-duty" testing); (ii) for reasonable suspicion; (iii) following certain accidents ("post-accident" testing); (iv) on a random basis. The Company's procedures and requirements for each test are discussed below.

4.2 Pre-employment/pre-duty testing

- 4.21 This test is required before any driver-applicant will be hired. This test is also required before any existing worker in a non-DOT driver position will be assigned, transferred or otherwise permitted to operate a commercial motor vehicle on behalf of the Company for the first time. For purposes of the Company's policy concerning pre-employment/pre-duty testing procedures, requirements and discipline, applicants and existing workers who are applying for a driver position are collectively referred to in Section 4.2 as "applicants".
- 4.22 Prior to taking a pre-employment/pre-duty drug test, the applicant will be given forms notifying the applicant to report for a drug and an alcohol test, which include instructions and an explanation of the collection procedures for each test. The applicant will also be asked to execute a general consent and release to be tested for drugs, and a general consent and release to be tested for alcohol.
- 4.23 All offers by the Company to hire an applicant for, or to assign or transfer an applicant to, a driver position are conditioned upon the applicant: (i) executing the Company's general consent and release to be tested for drugs and alcohol forms; (ii) taking a drug and alcohol test as directed by the Company and passing both tests; (iii) executing the Company's authorization to obtain past drug and alcohol test results form (which authorizes the Company to obtain all of the applicant's past drug and alcohol test results, including any refusals to test, from each company for whom the driver either worked, or took or refused to take a pre-employment/pre-duty test during the previous two years and the results of those tests including any refusals); (iv) passing the DOT-required physical exam required for driver positions; (v) complying with any other conditions or requirements of which the Company advises the applicant at the time of the offer.
- 4.24 Any applicant who refuses or fails to execute the Company's general consent and release to be drug and alcohol tested forms, who refuses or fails to execute the Company's authorization to obtain past drug and alcohol test results form, who refuses or fails to submit to a pre-employment/pre-duty drug and alcohol test as directed, or whose result is positive for either test, will not be considered eligible to work for the Company. Existing workers who test positive will not be considered qualified for the position for which they are applying and will also be subject to Company discipline, up to and including discharge.

- 4.25 A new applicant will only be notified of the results of their tests if they present a written request to the Company for his/her results within sixty (60) days of being notified by the Company of its hiring decision. Existing workers will be notified only in the event of a positive test.

4.3 Post-accident drug testing

- 4.31 A driver who is performing a safety-sensitive function must submit to a post accident drug and a post-accident alcohol test as soon as possible after the occurrence of any accident that meets the description of section 4.32 or section 4.33 of this Policy. For purposes of this Policy and the Company's drug and alcohol testing program, an accident which meets the description of section 4.32 or section 4.33 of this Policy is referred to as a accident.'
- 4.32 A driver must always submit to a post-accident test as soon as possible after an accident, which involves the death of a human being.
- 4.33 A driver must submit to a post-accident test as soon as possible after an accident, whenever the driver receives a citation for a moving violation involving the accident and either: (i) a person is injured because of the accident and the injuries require immediate medical treatment to the person away from the accident scene; or (ii) one or more motor vehicles involved in the accident incur disabling damage and must be transported away from the accident scene by a tow truck or another vehicle.
- 4.34 It is possible that a driver will be directed to submit to a drug and/or alcohol test at the accident scene by a federal, state, or local law enforcement officer. Whenever a law enforcement officer conducts a test, the driver is required to contact the driver's supervisor or another Company official immediately to report this and to provide the Company with the name, badge number and telephone number of the law enforcement officer who conducted the test.
- 4.35 Whenever a driver is involved in a DOT accident and is not tested for drugs and alcohol by a law enforcement official, the driver is required to immediately report for a test, following the procedures detailed on the Driver's Post-Accident Testing Checklist, which every driver is given at the time he/she is hired.
- 4.36 A driver who is required to take a post-accident drug and/or alcohol test will, at the Company's discretion, either be assigned to a non safety-sensitive function, or placed on non-disciplinary suspension with pay, while awaiting the post-accident test results.
- 4.37 In addition to the penalties imposed by DOT (discussed in section 6.13, 6.23 and 6.24 of this Policy), a driver who tests positive for drugs and/or alcohol, who refuses or fails to submit to a post-accident drug and alcohol test as required, who unnecessarily delays reporting to the test site following an accident, or who otherwise fails to comply with the Company's post-accident testing procedures, will be subject to disciplinary action, up to and including discharge.

4.4 Random testing

- 4.41 Adventure Tours is required to test drivers on a random basis, and all such tests will be unannounced ahead of time.
- 4.42 Under the Company's random selection process, every driver will have an equal chance of being selected each and every time the selection is conducted. Appropriate safeguards are also present to ensure that the identity of individual drivers cannot be determined prior to or at the time of their selection.
- 4.43 Whenever a driver is randomly selected to be tested, he/she will be notified of this in writing and instructed to report to the collection site immediately.
- 4.44 A driver who tests positive or who refuses to submit to a test is medically unqualified to drive and/or perform any other safety-sensitive function.
- 4.45 In addition to the penalties imposed by DOT (discussed in section 6.13, 6.23 and 6.24 of this Policy), a driver who refuses to submit to a random test, who fails to report for the test as directed, or who tests positive, will be subject to disciplinary action, up to and including discharge.

4.5 Reasonable suspicion testing

- 4.51 Each driver is required to submit to a drug and/or alcohol test whenever the Company has reasonable suspicion to believe that the driver has used drugs and/or alcohol in violation of DOT regulations and/or this Policy.
- 4.52 Reasonable suspicion will exist when a driver's appearance, behavior, speech or body odors indicate drug or alcohol use, or the chronic and withdrawal effects of drugs. Such observations must be personally observed and documented by at least one Company official who has received training covering the physical, behavioral, speech, and performance indicators of probable drug and alcohol use.
- 4.53 Whenever a driver is notified that there is reasonable suspicion to be tested, the driver will be expected to report to the test site immediately to be tested.
- 4.54 Drivers who are required to submit to a reasonable suspicion test will be escorted by an agent of the Company to the appropriate specimen collection site for a drug and alcohol test.
- 4.55 The Company will also attempt to contact the driver's spouse, another member of the family, or another person designated by the driver, in order to make arrangements for transporting the driver to his/her home after the test is completed. In the event that the Company is unable to contact the driver's spouse, family member or another designated person, the Company will make arrangements for transporting the driver home by cab or other suitable means.
- 4.56 If the driver rejects the Company's efforts in this regard and instead insists on driving his/her personal vehicle, Adventure Tours reserves the right to take whatever means are appropriate to prevent this, including contacting appropriate law enforcement personnel and imposing disciplinary action, up to and including discharge.

- 4.57 A driver who is required to take a reasonable suspicion test will be considered by the Company as unqualified to work and placed on immediate suspension, without pay, pending the results of his/her test. A driver whose test results are negative will be reimbursed for the time of his/her suspension. A driver whose test results are positive will not be reimbursed for the time of the suspension.
- 4.58 In addition to the penalties imposed by DOT (discussed in section 6.13, 6.23 and 6.24 of this Policy), a driver whose reasonable suspicion test is positive, or who fails or refuses to submit to a reasonable suspicion test when directed to do so by the Company, will be subject to disciplinary action, up to and including discharge.

5.0 Unpaid Leave of Absence Prior to Testing

- 5.1 Subject to and consistent with Adventure Tours general policy on rehabilitation for substance abuse and alcoholism, a driver will be permitted to take an unpaid leave of absence for the purpose of undergoing treatment for substance abuse and/or alcoholism provided by a licensed substance abuse professional (as defined in Section 2.5 of this Policy) approved by the Company. To be entitled to such leave, the driver must be eligible for leave under the federal or applicable state Family and Medical Leave Act. However, leave of absence under this section and FMLA shall not be permitted to avoid testing or discipline under this policy where the driver is either (a) required to take a test under DOT regulations, (b) is directed to take a test by the Company, (c) tests positive, or (d) refuses to take a test. Drivers who fail to request leave in accordance with the requirements of this Section, who engage in conduct detrimental to their treatment, or who otherwise fail to comply with the Company's prohibitions on drug and/or alcohol use will be subject to discipline, up to and including immediate discharge.
- 5.2 In order for the driver to qualify for such a leave of absence, the driver must have first been clinically diagnosed drug and/or alcohol dependent by a licensed substance abuse professional.
- 5.3 A rehabilitation leave of absence shall be authorized on a one-time basis. Prior to the commencement of the leave, the driver must present the Company with a certification from the treating substance abuse professional attesting to the driver's enrollment into a rehabilitation program; copies of the certification forms which the Company requires be used are available from the [Human Resources Department or insert appropriate department]. The Company reserves the right to request the driver to submit to and provide a second certification from a substance abuse professional chosen, and paid for, by the Company. In the event that the opinions of the first two substance abuse professionals disagree, the Company also reserves the right to request the driver to submit to and provide a certification from a third substance abuse professional, paid for by the Company, whose opinion if required shall be binding on both the Company and driver. Adventure Tours also reserves the right to reevaluate the continuing need for the leave every thirty (30) days by requiring the driver to provide a recertification from the treating substance abuse professional.
- 5.4 Once rehabilitation leave commences, periodic certification that the driver is actively continuing to participate in the rehabilitation program together with progress reports shall also be required. As a further condition of taking leave, the driver will be required to authorize the attending substance abuse professional to communicate with the Company and release the driver's relevant treatment records to the Company. All such oral and

written communications between the Company and substance abuse professional shall be treated as confidential.

- 5.5 All time taken for rehabilitation leave will count as the leave to which the driver may be entitled under the federal or state Family and Medical Leave (FMLA) law if applicable, but only to the extent that a driver is eligible for such leave under the federal or state law.
- 5.6 A driver will not be paid for any leave time taken for drug and/or alcohol rehabilitation; however any disability benefits, which the driver may have at the time, the leave begins may be paid toward the unpaid leave. Accrued vacation benefits which the driver may have at the time the leave commences may also be used if disability benefits are not available or do not cover the entire period of leave.
- 5.7 To the extent required by the federal or state FMLA law, the Company will continue to provide group health insurance during the leave period under the terms and conditions existing at the time leave is taken. Continuation of life insurance during leave will be at the written election of the driver, provided the driver pays the full cost of coverage during the leave period. No other benefits will be provided during the leave.
- 5.8 Subject to compliance with the requirements of sections 4.6 and 4.7 of this Policy, a driver who successfully completes rehabilitation will be reinstated to his or her former position or to an equivalent position, provided that the driver returns to duty prior to the expiration of the maximum leave time to which the driver is entitled for the year under the federal or applicable state FMLA law.

6.0 Testing Methodology and Integrity

- 6.1 To ensure the integrity and accuracy of each test, all specimen collection, analysis, and laboratory procedures shall be conducted in accordance with DOT's procedural protocols and safeguards set forth in Part 40 of Title 49 of the Federal Code of Regulations. This includes, among other things: (i) procedures to ensure the correct identity of each driver at the time of testing; (ii) a strict chain-of-custody procedure to ensure that the driver's specimen is not tampered with by the Company; (iii) the use of a trained screening test technician (SST) breath alcohol technician (BAT) and DOT-approved testing devices for conducting alcohol tests; (iv) the use of a laboratory which has been certified by US Department of Health and Human Services under the National Laboratory Certification Program; (v) the confirmation of an initial positive drug screen by a second analysis using gas chromatography/mass spectrometry (GCMS); (vi) the confirmation of an initial positive alcohol screen by a second analysis performed by a breath alcohol technician (BAT); (vii) the Company's appointment of a qualified Medical Review Officer (MRO) to review drug test results before they are reported to the Company's designated representative.
- 6.2 To further facilitate the integrity and accuracy of each test, the Company will provide drivers with written and/or oral instructions regarding the conduct of the specific test before each testing event. The Company considers all such instructions to be a part of this Policy. Drivers who refuse or otherwise fail to comply with all such instructions will be subject to disciplinary action, up to and including discharge.
- 6.3 For all drug tests**
- 6.31 All drug tests conducted under this Policy require that the driver must provide a specimen of his/her urine.

- 6.32 At a minimum, urine specimens will be analyzed for the presence of the following drugs: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine. Specimens will also be analyzed for such other substances as DOT may from time-to-time direct, or as may otherwise be permitted by federal or state law. In the event that DOT expands the list of drugs for which testing is or may be required, the Company reserves the right to begin testing immediately for those drugs without prior notice to drivers or applicants, unless notice is required by DOT or another applicable law.
- 6.33 In general, drivers will be permitted to give a urine specimen in privacy and without being observed by collection site personnel. However, a driver forfeits this right whenever there is reason to believe that he/she may alter or substitute a specimen.
- 6.34 All drug tests will be administered using the split sample methodology required by DOT. Under this methodology, the driver must provide at least 45 milliliters (ml) in a specimen container. The collector will then divide the specimen into two specimen bottles. Thirty (30) ml will be poured into one bottle and fifteen (15) ml into a second bottle. Both bottles will be sent to the laboratory. The bottle containing 30 ml will be analyzed as the driver's primary specimen. The laboratory, to be sent to another lab at the driver's request in the event that the primary specimen is verified as positive, will hold the second bottle. In the event the primary specimen is verified as positive, the driver will be notified either by the Company's MRO or by the Company of the positive test and given the option to have the second bottle sent to a different laboratory for analysis. To exercise this option, the driver must advise the Company's MRO within 72 hours of being told that the primary specimen was positive.
- 6.35 Except for the use of methadone and medications containing alcohol, nothing in this Policy prohibits a driver's use of a medication legally prescribed by a licensed physician: (i) who is familiar with the driver's medical history and specific safety-sensitive duties, and (ii) who has advised the driver that the prescribed medication will not adversely affect the driver's ability to operate a motor vehicle safely. Medications prescribed for someone other than the driver, however, will not be considered lawfully used when taken by the driver under any circumstances.
- 6.36 Before being tested for drugs, drivers will be given an opportunity to list, on their copy of the chain-of-custody form, any prescription and nonprescription medications being lawfully used by that driver at that time. A 'positive drug test may be declared negative' by the Company's MRO, if the driver can prove with clear and convincing evidence that the drug which was used was prescribed by a licensed physician who is familiar with the driver's medical history and specific duties. The determination of this will be made by the Company's MRO.

6.4 For all alcohol tests

- 6.41 All alcohol tests conducted under this Policy require that the driver must provide a breath specimen for any confirmatory test conducted by, or on behalf of, the Company. In the case of an initial alcohol test, the Company may test the driver using a DOT-approved saliva-testing device. In the case of an alcohol test conducted by a federal, state or local law enforcement officer following an

accident, the driver must provide either a breath or blood specimen, as directed by the law enforcement officer.

- 6.42 Alcohol tests will be administered by a trained breath alcohol technician (BAT) or screening test technician (STT) using an approved testing device, except in cases of on-scene post-accident testing conducted by federal, state, or local officials.
- 6.43 Before being tested by the Company, each driver will be required to (i) present his/her personal identification, and (ii) execute a DOT "Breath Alcohol Test Form" provided by the BAT/STT. A driver who refuses to provide his/her identification, provides a false identification, refuses to execute the DOT 'Breath Alcohol Test Form', or who otherwise refuses or fails to cooperate will be treated as though he/she had tested positive and will be subject to disciplinary action, up to and including discharge, in addition to the penalties imposed by DOT.
- 6.44 Prior to each alcohol test conducted by the Company, the BAT/SU will instruct the driver on how the test will be performed.
- 6.45 To protect each driver, the BAT/SIT will open the testing device in the driver's view. In the case of a breath test, the driver will then be directed to blow forcefully into the breath-testing device until an adequate amount of breath has been maintained.
- 6.46 In the event that a driver is unable to provide an adequate amount of saliva for an initial alcohol test, which the Company may conduct, the SIT is required to conduct a second test using a new device. If the driver is unable to provide an adequate amount of saliva for the second test, the saliva test will be terminated and the Company notified. In this event, the driver will then be required to submit a breath test.
- 6.47 In the event that a driver is unable to provide an adequate amount of breath for the initial or confirmatory test after several attempts to do so, the driver will be required to submit to an evaluation by a licensed medical physician to determine whether a valid medical condition exists. If the physician determines that a valid medical condition does exist, the test result will be reported to the Company as "negative." If the physician determines that a valid medical condition does not exist, the test result is reported to the Company as a "confirmed positive."

7.0 Test Results

7.1 For drug tests

- 7.11 In the event that the test result of a driver's primary specimen is positive, the driver will be notified by the Company or its MRO and advised that he/she has 72 hours to request that the MRO send his/her secondary specimen to a second, Company-approved laboratory for analysis. Pending the outcome of this additional analysis, the driver will continue being considered physically unqualified to work by DOT.
- 7.12 Before a driver's test result will be confirmed positive for drugs, the driver will be given the opportunity to speak with the Company's MRO and demonstrate that there was a legitimate medical explanation for the positive test result. If the MRO

determines that a lawful medical reason does exist, the test result will be reported to the Company as "negative." If the MRO determines that a lawful medical reason does not exist, the test result be reported to the Company as a "confirmed positive."

7.13 Except as provided in Section 4.24 of this Policy (concerning preemployment and pre-duty tests), a driver whose test result is confirmed positive for drugs will be considered unqualified to perform or continue performing his/her functions safely and will be immediately discharged. In addition, a driver whose test result is confirmed positive for drugs will also be subject to civil and criminal penalties imposed by DOT.

7.2 For alcohol tests

7.21 In the event that the driver provides an adequate breath or saliva specimen and the initial test registers an alcohol concentration level that is less than 0.02, the test result will be reported as a "negative" and no additional test will be required at that time.

7.22 In the event that the driver provides an adequate breath or saliva specimen and the initial test registers an alcohol concentration level of 0.02 or greater, a second, confirmatory test will be performed. In the event that the driver provides an adequate breath specimen and the confirmatory test registers less than 0.02, the test result will be reported to the Company as "negative."

7.23 DOT prohibits any driver whose confirmatory test registers 0.02 or more but less than 0.04 from performing or from continuing to perform any safety sensitive function until the driver's next regularly scheduled duty period, but for no less than 24 hours. Except as provided in Section 4.24 of this Policy (concerning pre-employment and pre-duty tests), a driver who, after providing an adequate breath specimen, has a confirmatory test which registers 0.02 or more but less than 0.04 will, at a minimum be suspended without pay until his/her next regularly-scheduled duty period, but for no less than 24 hours, and may be subject to additional disciplinary action by the Company, up to and including discharge.

7.24 A driver who, after providing an adequate breath specimen, has a confirmatory test which registers 0.04 or greater will, at a minimum be suspended without pay until his/her next regularly scheduled duty period but for no less than 24 hours, and will be subject to additional disciplinary action by the Company, up to and including discharge.

8.0 Maintaining Contact with the Company and MRO after a Drug Test

8.1 Drivers who are tested for drugs are required to remain in contact with the Company and the Company's MRO while awaiting the results of their tests. Drivers are also required to advise the Company of their whereabouts and the telephone number where they can be reached during this time.

The Company's MRO is David Buckingham, whose telephone number is (301) 868-1141.

8.3 A driver who refuses or fails to remain in contact with the Company and the Company's MRO will be considered insubordinate and subject to disciplinary action, up to and including discharge. In addition, a driver who fails to remain in contact may waive

his/her right, under Section 6.12 of this Policy, to speak with the Company's MRO before a test is confirmed positive.

9.0 Drug and Alcohol Information

- 9.1 The Company is required to provide educational materials for all drivers, explaining the DOT's requirements and the Company's policies and procedures to meet those requirements. In addition to this policy, the Company will provide drivers with information concerning: (i) the effects of drugs and alcohol on an individual's health, work, and personal life; (ii) the signs and symptoms of a drug or alcohol problem; and (iii) the available methods of intervention when a problem does exist.
- 9.2 Each driver is required to certify that the Company in accordance with paragraph 8.1 of this Policy has given him a copy of this Policy and other drug and alcohol information. In accordance with paragraph 4.23 of this Policy, applicant is required to execute the certification as a condition of being hired. An applicant who refuses to do so will not be hired. Existing drivers who refuse to execute this required certification will be subject to Company discipline, up to and including discharge.
- 9.3 Any existing driver who engages in any conduct prohibited under this Policy will be provided with information concerning the resources available to evaluate and resolve a drug or alcohol problem, and the names, addresses and telephone numbers of substance abuse professionals, counseling and treatment programs.
- 9.4 All questions concerning the educational materials provided by the Company, or about this Policy, should be directed to appropriate person identified on the Contact List" which accompanies this Policy.

10.0 Payment of Tests

- 10.1 At its discretion, the Company shall pay the costs for all tests, which the Company is required to conduct on drivers under DOT regulations.
- 10.2 Drivers are responsible for paying the costs for any test or tests conducted which the Company does not require, unless otherwise prohibited by the applicable state law.
- 10.3 Drivers are responsible for paying the costs of the analysis of any secondary urine specimen which they request under Section 6.11 of this Policy, except as otherwise required by applicable state law.

11.0 Confidentiality

- 11.1 The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.
- 11.2 All individual test results will be considered confidential. The release of an individual driver's results will only be given in accordance with an individual driver's written authorization, or as is otherwise required by DOT's regulations, or by other applicable federal or state law.

CONTACT LIST

FOR QUESTIONS REGARDING

CONTACT PERSON AND PHONE

* DOT Drug and Alcohol Testing Requirements ¹	David Buckingham – 301-868-1141
* Medical Review Officer	David Buckingham – 301-868-1141
* Human Resource/ Personnel	Kirk Rich - 301-868-1141
* Drug and Alcohol Counseling and Rehabilitation Services	Kirk Rich – 301-868-1141
. Company President	Adnan Khan – 301-868-1141
General Manager	Kirk Rich – 301-868-1141

¹Designated Employee Representative for Drug and Alcohol Policy & Program

It is the policy of Adventure Tours By Dawn, LLC DBA Adventure Tours to provide for and promote equal employment opportunity in employment compensation and other terms and conditions of employment without discrimination based on age, race, creed, color, national origin, gender, sexual orientation, disability, marital status, Vietnam Era Veteran status, genetic predisposition, or carrier status.

Adventure Tours By Dawn, LLC DBA Adventure Tours is committed to assuring equal employment opportunity and equal access to services, programs and activities for individuals with disabilities.

It is the policy of Adventure Tours By Dawn, LLC DBA Adventure Tours to provide reasonable accommodation to a qualified individual with a disability to enable such individual to perform the essential functions of the position for which he/she is applying or in which he/she is employed

Further, it is the policy of Adventure Tours By Dawn, LLC DBA Adventure Tours to provide reasonable accommodation for religious observers.

The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment and promotions

Adventure Tours By Dawn, LLC DBA Adventure Tours designated person for issues concerning Affirmative Action/Equal Employment Opportunity is:

Kirk Rich, General Manager
17517 Indian Head Highway
Accokeek, Maryland 20607
301-868-1141
kirk@abdtours.com