

Department of Defense

Military Bus Agreement

#2



Managed By

Defense Travel Management Office
4800 Mark Center Drive
Suite 04J25-01
Alexandria, VA 22350-9000

Military Bus Agreement

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PART I - GENERAL PROVISIONS

1. **Scope of Agreement.** The Defense Travel Management Office (DTMO) is responsible for managing the Military Bus Program governed by the Military Bus Agreement. The Military Bus Agreement establishes the terms, conditions and safety standards for commercial motor carriers as defined in the Federal Motor Carrier Safety Regulations (FMCSR) to be met by the Carrier when providing bus, van or limo transportation for Department of Defense (DoD) passengers. This Agreement **does not** bind the Government to award movements to the Carrier, nor does it bind the Carrier to offer service.

This Agreement applies to DoD sponsored movements of passengers in official duty status, to include accompanied baggage and impedimenta between points within the continental United States (CONUS), or as otherwise agreed by both parties.

This Agreement does not include taxi service.

2. **Priority Consideration.** The Carrier will, during any period of national emergency, natural disaster or contingency operations as determined by the Secretary of Defense or the Secretary's designee, give priority consideration to military missions. During these periods, the DoD may require reconfiguration of bus equipment to accommodate the emergency.
3. **Termination.** This Agreement may be terminated by the DTMO, on behalf of the DoD or by the Carrier, upon 30 days prior written notice. Such termination will not affect the rights or obligations which have vested or accrued prior to the effective date of such termination.
4. **Communication with the DTMO.**

For general information on the program, go to <http://www.defensetravel.dod.mil/site/bus.cfm>

- a. Email: milbus@dtmo.pentagon.mil
- b. Contact DTMO by telephone during normal duty hours; **8:00 a.m. to 5:00 p.m.**, Eastern Time, Monday through Friday.
 1. For general inquiries, 571-372-1300.
 2. For emergencies and after normal duty hours, call the Travel Assistance Center (TAC) at 1-800-help1go (800-435-7146).
- c. Communications concerning this Agreement should be directed to:

**Defense Travel Management Office
Attn: Travel Management Team
4800 Mark Center Drive
Suite 04J25-01
Alexandria, VA 22350-9000**

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PART II – CARRIER QUALIFICATION

1. **Carrier Application.** In order to transport DoD passengers, the Carrier must have been in operation as a corporate passenger transportation company (bus, van, or limousine) for the past twelve months, and must allow DoD or its contracted representatives to perform a pre-qualification inspection to ensure the carrier meets the standards defined in Appendix 2 and is in compliance with the FMCSR.

The Carrier must submit the following information/documentation to:

Defense Travel Management Office
4800 Mark Center Drive
Suite 04J25-01
Alexandria, VA 22350-9000
Phone: 571-372-1300
Fax: (571) 372-1301
milbus@dtmo.pentagon.mil

- a. **Interstate Operating Authority.** Carriers performing interstate operations as either common or contract carriers for the DoD will file current copies of their Federal Motor Carrier Safety Administration (FMCSA) operating authority, to include current Department of Transportation (DOT) number, with the DTMO. Carriers operating solely with intrastate operating authority must attain interstate operating authority to apply for the program.
- b. **DOT Rating.** A satisfactory Department of Transportation Safety Fitness Rating (SFR), (if applicable).
- c. **Insurance Requirements.** Submit an Association for Cooperative Operations Research and Development (ACORD) certificate of insurance form. Interstate carriers will have insurance coverage in the amount required by the Federal Motor Carrier Safety Regulation (FMSCR). Proof of commercial insurance is not required for those carriers self-insured under FMCSA/DOT criterion. The Certificate of Insurance will be submitted on an ACORD form with the DTMO listed as a certificate holder. The certificate must be submitted to the DTMO, Attn: Transportation Team, 4800 Mark Center Drive, Suite 04J25-01, Alexandria, VA 22350-9000 or by fax at (571) 372-1301 or electronically to milbus@dtmo.pentagon.mil. This Agreement will not limit or affect in any manner the common carrier liability or other liability of the Carrier. In addition, the DTMO requires all approved motor carriers to carry proof of insurance on all equipment at all times.
- d. **Carrier Personnel to be Contacted.** List of Carrier personnel to be contacted for transportation arrangements or questions **ON CARRIER LETTERHEAD** (See Appendix 5).
- e. **Carrier Inventory Listing.** An inventory listing of equipment **ON CARRIER LETTERHEAD** (See Appendix 6) offered for transporting DoD personnel. All

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equipment must be less than 15 years old. Please annotate any **handicap accessible equipment** in the inventory.

- f. Drug/Alcohol-Free Workplace Certification. A signed copy of the Certification Regarding a Drug/Alcohol-Free Workplace (*See Appendix 7*).
 - g. Statement of Common Financial or Administrative Control. A completed and signed copy of the Statement of Common Financial or Administrative Control. All carriers must notify the DTMO of their affiliation with other passenger transportation carriers (*See Appendix 8*).
 - h. Standard Carrier Alpha Code (SCAC). Company's Standard Carrier Alpha Code (SCAC) assigned by the National Motor Freight Traffic Association (NMFTA). (*See Part III, 19*).
 - i. Financial Statement. A financial statement certified by the Company's Chief Executive Officer, President or owner to include company certified balance sheets and income statements for the last taxable year (*See Part III, 20*).
 - j. System for Award Management (SAM). Registration must be completed at <https://www.sam.gov/portal/SAM/#1> or by calling 1-866-606-8220 in order to be paid by the Government. Annual verification is required.
 - k. Signature Page. Signed Military Bus Agreement signature page .
2. **Equal Employment Opportunity.** Carriers must comply with the provisions of Appendix 9.
3. **Management Plan.** The Carrier is obligated to maintain a management plan that includes generally accepted standards for motor coach operation as follows:
- a. Administration
 - b. Sales
 - c. Operations
 - d. Safety
 - e. Security
 - f. Training
 - g. Maintenance practices
4. **Communication.** Carrier must have capability to communicate with the driver in accordance with all Federal, state, and local laws and/or statutes. All drivers must be able to read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records.

It is imperative that the Carrier be accessible during the operation of awarded DoD business for emergency operational issues. Carrier will complete Appendix 5 **ON CARRIER LETTERHEAD**. Telephone numbers will be provided to obtain bids during normal business hours as well as emergency numbers for contacting a company official or representative at night, on weekends, and holidays. Carriers' 24-Hour Telephone Point of Contact

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information is to be included on each Offer of Service provided to either the DTMO or the responsible DoD Transportation Coordinator (TC) Office.

5. **Drug/Alcohol Free Workplace Act of 1995.** Carriers must comply with all provisions outlined in Appendix 7.
6. **Data Submission.** Carrier must be able to submit quarterly reports on movements performed during the previous quarter in the format outlined in Appendix 12 (*See* Part III, 22 and Appendix 11).

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PART III - CARRIER COMPLIANCE

1. **Carrier Agent/Representatives.** When bidding on DoD movements, carriers may designate a person or agency to represent them; however, the Carrier is responsible for the actions of its' representative. (*See Appendix 1*).
2. **Financial Responsibility.** Carriers are responsible for prompt payment of bills for purchases of fuel, food, supplies, lodging, and other expenses incidental to transporting DoD groups.
3. **Overcharges.** The Carrier will promptly refund any overcharges to the Government. Amounts due to the Government may be deducted from future payments due to the Carrier.
4. **Installation/Facilities. Access, Safety and Security Rules.** The Carrier will comply with all requirements necessary to access Government facilities which may require advanced coordination with the facility. In addition, while performing any transportation on government installations, the Carrier will conform to safety and security rules and any requirements of the installation.
5. **Safety and Quality Assurance.** The Carrier is obligated to comply with generally accepted standards for motor coach operation and maintenance practices. At a minimum, the Carrier shall comply with all provisions of applicable statutes and agreements which may affect safety, and with all DOT and state regulations, directives, orders, rules and standards.

Van and limousine (non-CMV) carriers must demonstrate and have in place a system of management and safety controls that function effectively to ensure safe operations. Those controls can take the form of procedures designed specifically to ensure that the Carrier's equipment is properly maintained, in safe operating condition, and that drivers are qualified and trained in monitoring vehicle operations. Drivers should be of good character and not engaging in behaviors that could affect their ability to drive safely.

6. **Accident Reporting.** When a DoD approved bus/van/limo carrier is involved in any accident that results in an injury, fatality, or substantial property damage, the Carrier will immediately provide the following information to the DTMO (*See Part I, 4*) by the most expeditious means possible:
 - a. Date, time and place of accident
 - b. Nature of accident
 - c. Copy of accident report from the appropriate law enforcement agency (when available)

If the move is DoD contracted, the following information is required:

- a. Motor Route Order (MRO) or local control number
- b. Number of DoD passengers on board, by military branch
- c. Number, and location of injured passengers, by military branch
- d. Number, and disposition of passenger fatalities, by military branch
- e. Last point of departure and point of intended destination
- f. Condition of baggage and impedimenta
- g. Arrangements to accommodate uninjured passengers pending onward travel

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- h. Copy of accident report from the appropriate law enforcement agency (when available)
- i. Name of Transportation Coordinator who arranged move

NOTE: The names and extent of injury or death of passengers *will be withheld from the public*, pending notification of the next of kin by DoD or the Military Agency. Announcements may be made by the Carrier about its own employees at the Carrier's discretion.

7. **Hazardous Material.** When shipments of hazardous materials are determined to be mission essential by the responsible TC, the Carrier will comply with Federal guidelines on the proper movement of hazardous materials. For additional information on transporting hazardous materials, refer to the Transportation Security Administration (TSA) website at: <http://www.tsa.gov/assets/pdf/regulations.pdf>.

The following conditions apply to small arms, ammunition, and hazardous materials:

- a. Cartridges for weapons under 11 net explosive weight (NEW) pounds may be carried within a passenger's checked baggage, provided it is in the manufacturer's original package or securely boxed and stowed in the bus cargo section and is inaccessible to passengers. Weapons stowed in the baggage compartment must be assembled, unloaded. Containerized crew service weapons (M-60, 50 Cal, etc.) must be transported in a baggage compartment and securely locked.
- b. Commercial buses under exclusive-use for military personnel can carry shoulder fired and side arm weapons aboard passenger compartment of bus conducted for the military forces of the United States if firearms are unloaded and all bolts locked in the open position. The weapons safety switch must be in a safe position. For M-16 weapons, an inserted flag safety stick may be used to lock the bolt in proper position and allow visual inspection. For shipment, cartridge for weapons shall be packed in accordance with 49 CFR 173 and may be transported as ORM-D. These items will be limited to:
 - 1. Ammunition for rifle, pistol or shotgun;
 - 2. Ammunition with inert projectiles or black ammunition;
 - 3. Ammunition having no tear gas, incendiary, or detonating explosive projectiles;
 - 4. Ammunition not exceeding 12.7mm (50 caliber or 0.5 inch) for rifle or pistol, cartridges or 8 gauge for shotshells.
- c. Packing cartridges for small arms as ORM-D material in CONUS must be as follows:
 - 1. Ammunition must be packed in inside boxes, or in partition which fits snugly in the outside packing, or in metal clip;
 - 2. Primers must be protected from accidental initiation;
 - 3. Inside boxes, partitions or metal clips must be packed in securely-closed strong outside packing;
 - 4. 22 caliber rim-fire cartridges may be packed loose in strong outside packing;
 - 5. Maximum gross weight is limited to 30kg (66 pounds) per package.

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- d. Hazardous Materials requiring vehicles to be placard IAW Title 49 CFR or Class 1, Division 1.1, 1.2, 1.3 and 1.4 except 1.4S are prohibited from being transported by buses.
8. **Sleeper Berths.** The installation and use of sleeper berths on equipment used for DOD movement is prohibited. On movements where more than one driver is required to complete the trip, such additional drivers will be pre-positioned at driver change points in sufficient time to allow adequate rest. Normally, no more than one driver at a time will be permitted on each bus. Deadhead drivers and mechanics will be allowed to ride only where seats over and above the number guaranteed in the Carrier's Rate and Service Proposal are available, and prior permission is obtained from DTMO or the contracting installation.
9. **Driver Qualifications.** Commercial Motor Vehicle (CMV) drivers, in addition to meeting the DOT's requirements, must be legal residents of the United States, be able to communicate in English, hold a current Commercial Driver's License (CDL) or be properly qualified and licensed to operate the type of equipment owned by the Carrier. The DTMO prohibits approved carriers from using drivers that do not have in their possession a properly completed current certificate of medical examination.

Non-CMV operators are expected to maintain their driver qualification files on a level similar to CMV operators, to ensure that their drivers are qualified to provide safe and reliable transportation services. Non-CMV operators' files should include the following:

- a. Driver Application
 - b. Medical examination and certificate of qualification
 - c. Annual review of drivers' driving record or other qualifications
 - d. List of annual violations (if any)
 - e. Drug/Alcohol testing requirements to include pre-employment testing
 - f. Previous employment history
 - g. Investigation into previous driving record
 - h. Investigation into the drivers accident involvement
10. **Driver Hours of Service.** Carriers must comply with DOT regulations. Non-CMV operators are expected to maintain their driver qualification files in accordance with Section 391.51 of the FMCSR for reviewing driver qualifications.
 11. **Driver Standards of Service.** Drivers should be professional in appearance and demeanor. Drivers may not use abusive language or aggressive behavior toward passengers. Drivers may not solicit any passenger for funds, personal belongings or gifts for any cause whatsoever. Any such actions may result in immediate termination of the Agreement.
 12. **Carrier Employee Accommodation.** Deadhead drivers, mechanics or other Carrier personnel will be allowed to ride only where seats over and above the number guaranteed in the Carrier's Rate and Service Proposal are available, and prior permission must be obtained from the TC.
 13. **Carrier Name/Ownership Change.** The Carrier is required to notify the DTMO within 30 days of Carrier name or ownership change. Carriers failing to notify the DTMO may be placed in non-use until Carrier is in full compliance.

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14. **Department of Transportation (DOT) Ratings.** Approved interstate carriers who obtain or currently hold an SFR, and receive a less than satisfactory rating from DOT or any state regulating authority, will be placed in non-use until the DTMO reviews the Carrier's infraction.
15. **Maintenance.** Carriers must have in place a company program ensuring the systematic inspection and maintenance of all vehicles in the Carrier's control. All parts and accessories must be in safe and reliable operating conditions at all times. This includes vehicles' brake system, hazard and warning signals, head lamps or lights, parking brake system, reflective material strip and tail lamps, turn signals and other accessories that may affect the safe operation of the vehicles.
16. **Record retention.** Carriers must keep vehicle inspection records in the location where the vehicles are maintained or garaged, for at least 1 year. The Carrier is obligated to comply with the generally accepted standards for motorcoach operation and maintenance practices.
17. **DTMO Inspections.** The DTMO inspection program ensures safe, secure and quality transportation for DoD personnel. All carriers will be subject to periodic Facility, Terminal and Equipment (FTE) inspections to determine their ability to provide safe, secure and reliable transportation in accordance with the FMCSR and this Agreement. The DTMO may also conduct periodic unannounced Standards of Service and Safety (SSS) inspections and enroute observations. Personnel performing these checks will be properly identified. Carrier must allow DoD or its contracted representatives to perform inspections. All inspection results are subject to non-use.
18. **Fleet Inventory.** The Carrier will provide an inventory of equipment to be used in transporting DoD passengers as shown in Appendix 6 of this Agreement. The Carrier is responsible for updating this list bi-annually. The Carrier's equipment for DoD use must not be older than 15 years.
 - a. Approved motor carriers are required to identify vehicles designated for DoD transportation with the legal name of the operating company, city and state of principle place of business, and DOT or ICC number (if required) on the outside of the vehicle in clearly legible print.
 - b. DTMO prohibits approved motor carriers from offering a bid to provide service that is greater than their current inventory on file with the DTMO. The DTMO prohibits the practice of brokering to other approved /non-approved carriers (*See* Appendix 1).
 - c. Only inventory listed on the fleet inventory list with the DTMO may be used for transporting DoD personnel.
19. **Standard Carrier Alpha Code (SCAC).** The Carrier will obtain a SCAC from the NMFTA as part of the approval process and this SCAC must be renewed annually to remain compliant. To obtain a SCAC, contact the NMFTA at www.nmfta.org or 703-838-1831. There will be an annual fee associated with obtaining a SCAC.

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20. **Financial Statements.** Motor coach carriers must furnish financial statements certified by the company's Chief Executive Officer, President or owner. These financial statements must include company certified balance sheets and income statements for the last taxable year. Carriers must have no less than 12 months operating experience and must provide company certified balance sheets showing all assets and liabilities. Carriers must furnish financial data to the DTMO at time of application or upon request to determine if the Carrier can provide satisfactory transportation performance and avoidance of severe financial problems to the Government.

21. **Security.** Carrier will have a written security and emergency plan. An effective security plan includes a vulnerability self assessment (either permanent or as necessary in response to threat information) and provide procedures to mitigate the consequences of a security incident. Comprehensive security plans address known vulnerability and mitigation strategies.

Carrier must comply with all Federal, state and local security regulations. Carrier will comply with security procedures in effect at DoD facilities. Carrier's drivers must carry appropriate identification to show that the Carrier currently employs them.

Carriers are encouraged to participate in national security exercises to facilitate knowledge of current security practices and promote safe travel procedures.

22. **Reporting.** A quarterly report of all contracted activity for DoD movements, as defined in Appendix 11, must be submitted by the Carrier electronically to the DTMO no later than 30 calendar days after the last day of the quarter. Carrier will have thirty days to provide any feedback/corrective action on identified deficiencies in the reports. Information received from the Carrier will not be released or published outside the Government without prior written consent of the Carrier.

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PART IV- PROCEDURES FOR GROUP MOVEMENTS

1. **Applicability.** Military bus movements may be arranged by either the DTMO or a TC. Service offered may be on charter or scheduled service. **Offering service with the intent of brokering or subcontracting to another carrier is prohibited.** Carriers must own or lease all equipment proposed for military movements prior to bidding and must provide liability insurance on all buses, vans or limos to the limits specified in Appendix 4. The Defense Transportation Regulation, Part 1, Passenger Movement, establishes bus routing authority in Chapter 104.
2. **DTMO/TC Arranged Moves.**
 - a. **Request for Service.** The DTMO will, based on TC request, submit a Request for Service to the Carrier or the Carrier's representative for each group of passengers. The Request for Service will contain the origin and destination of the group, the number of passengers in the group, the branch of military service, the estimated number of pieces and weight of baggage, dimensions, number and weight of pieces of impedimenta, the time the group is available for travel, the required arrival time, the deadline for submission of offers of service, and any other information pertinent to the military transportation requirement.
 - b. **Rate and Service Proposals.** A Rate and Service Proposal is the Carrier's response to the DTMO's Request for Service. Rate and Service Proposals must be accurate, complete, and received by the DTMO prior to the date/time deadline established by the Request for Service. Proposal will name the Carrier that offers to perform the service, capacity for each bus, origin, intermediate stops, total charges for the movement and all provisions and/or restrictions applicable to the offer of service. All transportation schedules will be quoted in local times on the day of movement. Once the Rate and Service Proposal has been submitted, the Carrier guarantees the necessary equipment to satisfy the movement requirement will be available. Revisions to Rate and Service Proposals will be accepted by the DTMO up to the deadline. The DTMO will accept telephonic, fax or email revisions when time does not permit written revisions. It is the Carrier's responsibility to confirm receipt of the revision prior to the deadline. Revision to the total charge will not be accepted after deadline. If the Carrier reneges from providing service under the awarded Rate and Service Proposal, provisions of Part IV, 22 apply.
 - c. **Carrier Award.** The DTMO will select the carrier or carriers whose offers or combination of offers provides the highest level of service at the best overall cost to satisfy the movement requirements. Only commercial carriers who have demonstrated the ability to provide safe and reliable transportation through the DoD approval process will be permitted to transport DoD passengers. **Carriers are not required to be represented by an agent to receive solicitations or awards.** The DTMO will advise the Carrier or the Carrier's representative and the TC of the award(s). The Carrier and the TC will coordinate appropriate movement arrangements. All TC and Carrier records relating to the movement will be annotated with the Motor Route Order (MRO) number.

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3. **Prescribed Equipment.** All DoD passengers specified in the Rate and Service Proposal will receive an individual seat. All baggage and impedimenta will normally be transported in the baggage compartment. Carrier will offer standard level of security during the transport of DoD personnel. Baggage compartments must have operable locks and latches, and doors must be able to be secured.
4. **Pre-performance meeting.** When a pre-performance meeting is required by a TC, Carrier representative must attend.
5. **Carrier Representation.** Carriers will provide a 24-hour emergency contact number to the DTMO, a designated representative or directly to the TC for locally arranged moves.
6. **Route Map.** Each driver may be requested to present a route map to the TC, and demonstrate familiarity with the trip plan to include routing, exact location of rest and meal stops, and sanitary dump locations.
7. **Rest Stops/Meal Stops.** Rest stop locations will be determined by the Carrier unless the DTMO or TC designates otherwise. Meal stops indicated in the movement schedule should be prearranged by the Carrier. Bus movement solicitations may require carriers to include meal cost in their bids (*See Part IV, 12*). When more than one carrier is meeting movement requirements, carriers must coordinate rest stop and meal stop locations among themselves to avoid overloading any one location.
8. **Equipment Inspection.** Prior to departure from the origin point, the group leader or TC/DTMO may conduct a service/safety inspection of the pre-positioned equipment.
9. **Pre-positioning Equipment.** The Carrier will position equipment at the point of origin one hour, or as coordinated with the DTMO or TC, in advance of the scheduled departure time to permit loading and on time departure. The DTMO or the TC may coordinate pre-positioning with the Carrier to allow for vehicle inspections. Any changes to originally agreed upon times must be reported to either the appropriate TC or the DTMO.
10. **Passengers.** Carrier will assume liability as specified in Part IV, 17 for passengers at load time/boarding time as shown on the Rate and Service Proposal or as agreed between the TC and Carrier. The Carrier's liability will terminate when passengers, baggage, and impedimenta are off loaded at destination.
11. **Rejection of Equipment.** The DTMO, TC or group leader is authorized to reject any equipment positioned by the Carrier (whether movement was arranged by the TC or the DTMO) when the equipment does not meet DOT Motor Vehicle Requirements, the specific requirements requested, or the minimums prescribed in Appendix 2 of this Agreement. If the movement was arranged by the TC, the Carrier will correct the existing deficiencies, arrange for acceptable replacement equipment, or arrange substitute service. The TC may request assistance from the DTMO if necessary.

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If the movement was arranged by the DTMO, the Carrier will notify the DTMO (in coordination with the requestor) who will determine whether:

- a. The Carrier will correct the existing deficiencies,
- b. Replacement equipment should be obtained from another approved source (*See Part IV, 22, Substitute Service*),
- c. Adjustment in the deadline for arrival is feasible,
- d. The offered equipment will be accepted, or
- e. Alternate transportation by another mode must be arranged to satisfy the requirement. The DoD will not be liable for any additional deadhead mileage or other charges as a result of positioning replacement equipment.

12. Meals and Lodging.

- a. When requested by the DTMO/TC, the Carrier will arrange for meal stops at restaurants approved by the applicable local or state health department.
- b. The Requestor will inform the Carrier of the maximum value for meals to be purchased in restaurants. Current rates are located in Chapter 2, Part A, paragraph U2030, of the Joint Federal Travel Regulation located at <http://www.defensetravel.dod.mil/site/travelreg.cfm>

Meals may be paid by the following means:

1. By Carrier (included in Rate and Service Proposal)
 2. Meal check (recruit travel),
 3. Government Travel Charge Cards,
 4. Cash,
 5. Personal credit card, or
 6. DD Form 652, Uniformed Services Meal Ticket(s)
- c. When the Carrier causes changes to the schedule and prior meal arrangements cannot be met, the Carrier is responsible for charges imposed by the vendor. When arrangements made by the Carrier are not used because of changes directed by the DTMO or the TC and the Carrier is required to reimburse the vendor, the Carrier is authorized to bill the appropriate DoD agency for reimbursement. Carrier will furnish receipts or substantive evidence to support the costs claimed.
 - d. Meal hours. Normally, meal hours will be as provided below, but consideration must be given to time of feeding prior to departure and the advisability of spacing the meals approximately 4 to 5 hours apart. Normal meal periods are defined by serving times as follows:
 - Breakfast is from 0600 through 0730 hours.
 - Lunch is from 1130 through 1300 hours.
 - Dinner is from 1700 through 1830 hours.

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13. **Cancellation Charges.** When a charter is cancelled by the TC/DTMO after equipment and/or driver has been positioned or while ferrying to the origin pickup position, the Government will be financially liable for only the actual operating costs incurred by the Carrier or an optional cancellation fee provided on the offer of service. Upon request, the DTMO will assist in negotiating any cancellation charges.
- a) Actual operating costs may include deadhead mileage, hotel costs, meal costs, tolls, holding charge, or directly related miscellaneous charges. Carrier will furnish the TC/DTMO with substantive evidence to support all claimed costs upon request. All deadhead mileage rates must be less than the live mileage rate associated with the actual movement requirement and be of a reasonable market rate.
 - b) Cancellation penalties must be submitted in writing on the Rate and Service proposal prior to award by the TC/DTMO. Carrier's bids that include cancellation penalties may only claim those penalties. Carrier may not add cancellation penalties after time of award.
14. **Expense incurred from Government changes.** When a Carrier incurs additional expenses as a direct result of the Government's request to modify the original stated movement requirement, or the passengers fail to meet the scheduled departure, the Government will be liable for additional direct costs such as, but not limited to, deadhead mileage, hotel costs, meal costs, tolls, holding charge, or directly related miscellaneous charges. Carrier will furnish TC/DTMO with substantive evidence to support the costs claimed.
15. **Non-compliance with Movement Requirements.** When a Carrier fails to comply with the requirements outlined in an awarded move, the Government can negotiate a cost reduction based on the impact of the service failure as determined by the Government.
16. **Baggage and Impedimenta.** Carrier will transport at least the amount of baggage and impedimenta specified in the Rate and Service Proposal. Carrier personnel will supervise and assist in the loading and unloading of baggage and impedimenta by military personnel. Carrier is responsible for insuring that baggage/impedimenta and baggage compartment doors are properly secured. With advanced coordination, Carrier will provide locks to secure the bus and/or baggage compartment.
17. **Liability.**
- a. In instances where it is determined that damage to baggage and impedimenta is the fault of the Carrier, Carrier will be liable to the owner of the property damaged.
 - b. In instances in which the Carrier believes that damage to the equipment has been caused by Government personnel or their actions, Carrier should notify the TC/DTMO of the nature of the damage and potential repair costs in writing. The TC/DTMO will review the claim and respond within thirty days.
 - c. In instances involving personal injury, Carrier must provide procedures for filing insurance claims with their insurance provider upon request.

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18. **Dangerous, Frangible or Unsuitable Baggage.** If the Carrier has a reasonable belief that the weight, size or character of baggage and impedimenta, including hazardous material, make it unsuitable for bus transport, the Carrier may refuse to carry the baggage and/or impedimenta prior to departure.
19. **Government Services.** Government services furnished to the Carrier at any military installation will be in accordance with the applicable military agency directives. Such services may be charged to the Carrier.
20. **Delays.** When a delay of one hour or more occurs at any point of the movement for any reason, the Carrier will:
- a. Immediately inform the origin TC for locally arranged moves. For moves arranged by the DTMO, advise the DTMO of the delay and actions being taken to correct the situation. (*See Part I, 4 for telephone numbers*).
 - b. Arrange passengers' meals and necessary transportation to and from meal sites during normal meal hours.
 - c. Arrange for overnight lodging and necessary transportation to and from such lodging, when delays occur between midnight and 6 a.m.
 - d. If the delay is determined to be chargeable against the Carrier, Carrier will be responsible for any other additional costs such as, but not limited to, the cost of meals, lodging, transportation to and from meal and lodging locations, aircraft and supplemental bus waiting time charges, cancellation or rescheduling charges associated with the delay, and any other charges imposed on the Government. If the delay is uncontrollable, the Government will reimburse the Carrier for any expenses incurred providing the above services.
21. **Delay Reports.** A written report will be submitted by the Carrier on all DTMO arranged movements delayed one hour or more from the scheduled departure/arrival time contained in the Rate and Service Proposal. The report will be submitted within 24 hours of the delay, or on the first working day following the delay. Reports should be electronically submitted to:

milbus@dtmo.pentagon.mil

On locally arranged movements, a report will be furnished to the TC in accordance with their instructions.

The delay report will contain the following information:

- a. Delay at origin or en route point - provide actual departure time and place.
- b. Delay at destination: provide actual arrival time and place.
- c. Reason for the delay.
- d. Corrective actions taken.
- e. Other pertinent information necessary to fully explain the circumstances of the delay.
- f. Motor Route Order (MRO) or local control number.
- g. Any costs associated with the delay above the original Rate and Service Proposal.

Military Bus Agreement

22. Substitute Service.

- a. Requirement for Substitute Service. When the Carrier is unable to perform in accordance with the scheduled departure time at any location, for any reason other than a delay out of their control, the Carrier will provide substitute transportation at its own expense for continued transportation to the destination. Substitute service will ONLY be from the Carrier's own resources or from another bus carrier holding a currently approved agreement with the DTMO.

- b. Procedures for Substitute Service. The Carrier has two hours from the start of the delay to arrange satisfactory substitute service including repair/restart of the original bus. If the Carrier cannot demonstrate that satisfactory substitute service will be provided, DTMO/TC may cancel the original movement and reprocore. If the Carrier has demonstrated a satisfactory plan for substitute service by the two-hour mark, DTMO/TC may allow the Carrier an additional two hours to actually transport required equipment to the site of the delay. If DTMO/TC determines the Carrier is making good faith efforts to overcome a delay but conditions beyond the control of the Carrier, including geographic distances, are preventing or delaying substitute service arrangements, the DTMO, or the TC may, at its sole option, extend the above time limits. Authorization for the substitute service may be obtained from the traveling unit unless there is a cost increase which must be validated by the requesting TC or the DTMO.

- c. Costs of Substitute Service.
 1. When substitution of a bus is made for the convenience of the Carrier and the bus is larger than proposed, the rate will not exceed that specified in the Rate and Service Proposal accepted by the Government.

 2. When the cost of service acquired or substituted by the Carrier is less than the amount the Government agreed to pay for the Carrier's service, the Government will pay only the lower costs.

 3. If the Government must cancel and reprocore as a result of non-performance by the original Carrier, the original Carrier will be liable for the difference between what the Government would have paid originally and the cost of the substitute service. Failure to pay will subject the Carrier to non-use consideration. Upon request, the Government will furnish evidence that it made reasonable and prudent efforts to secure the lowest possible proposal available for such substitute service.

 4. When a movement is canceled because the Carrier cannot perform satisfactorily, the Government will not pay any cancellation or positioning charges.

Military Bus Agreement

- d. Equipment upgrades. When the equipment furnished has greater capacity, contains additional facilities, or is of a higher classification than that agreed to for the assigned move, charges will be based on rates applicable to the equipment initially agreed upon.
- e. Notification. When a movement has been arranged and it becomes necessary to use a substitute carrier or bus, the pertinent facts will be reported to the DTMO or the appropriate TC immediately by telephone.

23. **Complaints.** Carrier will investigate promptly and take corrective action on any reported irregularities relating to service, driver behavior/hygiene, safety, condition of equipment and settlement of accounts.

24. **Payment Procedures.** Carrier will accept government charge cards. Carrier must submit a detailed invoice for charges incurred and will receive authorization from the TC to charge the appropriate dollar amount to the charge card. Invoices should be submitted to the TC within 7 days of transportation services being rendered. Any payment disputes that cannot be resolved by the TC must be submitted in writing to the DTMO for resolution.

Carrier will also accept the Government Transportation Request (GTR) (SF 1169). GTRs may be used when no other method of payment is available or feasible for travel related expenses.

For payment of a GTR, the following steps are required:

- a. In lieu of a company invoice, Carrier shall complete a Government Charter Coach Certificate (GCCC)(See Appendix 3), complete with Carrier signature and forward to the TC within seven days of services being rendered.
- b. The TC will issue the GTR within seven days of receipt of the GCCC and forward the GTR and the signed GCCC to the Carrier.
- c. Once the Carrier receives the GTR and signed GCCC from the TC, Carrier shall complete an SF 1113 (<http://www.dfas.mil/contractorsvendors/transportationpay/sf1113.html>) and forward all completed documents to the National Traffic Service (NTS), 151 John James Audubon Parkway, Amherst, NY 14228-1185, (800) 775-8253 as soon as possible.
- d. Carrier will maintain copies of all documents for their records.
- e. Any correction or payment research for the GTR or GCCC must be resolved by the TC as soon as possible. The DTMO may provide assistance in the absence of any assistance from a TC.

All FAR based contractual agreements must adhere to the terms and conditions included with the contract award. Carriers must contact the responsible Contracting Officer for specific payment procedures.

Military Bus Agreement

25. **Billing Procedures for GTR Lost by Carrier.** When a carrier has lost or misplaced a GTR, the carrier shall bill the charges for the services furnished on a SF 1113, Public Voucher for Transportation Charges, annotated with the following certification signed by the issuing TC: “I certify that all U.S. Government Transportation Requests (GTR’s) honored by the above-named carrier or travel agent pass into my office; that ticket(s) (form and ticket number(s)), value of ticket(s), accommodations (number and type), points of travel (from and to) annotated below was/were furnished in exchange for the specified GTR; that the stated value(s) is/are true and correct; that the said GTR has been lost or misplaced and cannot be located; that the honoring carrier has not received payment, and that, if the said GTR is later found, it will be marked ”Canceled - Certification in Lieu Issued” and transmitted to the National Traffic Service (NTS), 151 John James Audubon Parkway, Amherst, NY 14228-1185, 1 (800) 775-8253, Copy/copies of ticket coupon(s), with the GTR number visible, will be attached in support of the SF 1113. A statement of any other pertinent facts and circumstances should be included. Each lost or misplaced GTR shall be billed on a separate SF 1113 to be distinguished from charges applicable to other GTRs.
26. **Leasing Equipment for DoD Transportation Requirements.** No carrier offering service pursuant to this Agreement may charter, rent, borrow, lease or otherwise operate any equipment to which such carrier is not the registered operator, except pursuant to a written contract of lease. Such written contract of lease shall be for a specified period of time of not less than 30 days, and shall provide that the equipment identified in the contract or lease shall be operated by, and be under the complete control of, the lessee, and for purposes of this Agreement as well as regulatory purposes, including insurance, rates and charges, vehicle identification and motor vehicle fuel and road taxes, such equipment shall be considered the property of the lessee.
27. **Briefing of Passengers.**
- a. Each carrier must brief the group leader (if available) regarding route to be followed, stops enroute, and other service items.
 - b. During movement, the group leader must be briefed concerning irregular events that occur and all reasons for delays or other interruptions to movement.
 - c. Each carrier must provide a security briefing to the entire group prior to departure.

Military Bus Agreement

Signature Page

(Name of Carrier)

The undersigned, an officer of the above named company (referred to as the Carrier), agrees to the terms and conditions of this Agreement as the basis for the transportation of passengers in scheduled and charter bus, van or limo service for the Department of Defense.

The Agreement is made with the understanding that the Department of Defense is under no obligation to assign any traffic to the Carrier. It will be effective on the date signed by the Defense Travel Management Office and will remain in effect until terminated in writing by either party. This Agreement supersedes all prior Military Bus Agreements between the Department of Defense and the Carrier.

(Typed Name and Title of Carrier Official)

(Signature)

Date

This Agreement is entered into by the Defense Travel Management Office, for and on behalf of the Department of Defense.

DEFENSE TRAVEL MANAGEMENT OFFICE ACKNOWLEDGMENT AND ACCEPTANCE

(Signature)

Harvey Johnson
Director
Defense Travel Management Office

Date Approved _____

Complete the following section when an agent represents the Carrier.

_____ will be represented by
(Name of Carrier)

(Name of Agent)
who is authorized to act on behalf of the aboved named Carrier.

Pre-qualification inspections may be provided to other government agencies.

Military Bus Agreement

APPENDIX 1 - DEFINITIONS

1. **ACORD form.** Association for Cooperative Operations Research and Development form used to describe insurance coverage by a carrier.
2. **Agent/Representative.** An individual or company (other than a bus company) designated by the carrier and acting on behalf of the carrier with regard to Department of Defense military activities. **Agents may not act as Brokers.** Carriers wishing to use such a representative must formalize the designation by signing the Agreement Signature Sheet. Any changes to representation must be forwarded to the DTMO 30 days in advance to indicate a change of existing representation. Carriers may re-assign representation by re-signing the Agreement Signature Sheet to include the new agent's name, address and contact information.
3. **Broker.** A person, company, or carrier acting as a middleman for one or more other carriers without being designated as the specific carrier's government agent. The representative/agent must be listed on the Agreement Signature Sheet in the carrier's file in the Military Bus Agreement at the DTMO. Under terms of this Agreement, **brokering of non DoD approved carrier equipment is prohibited.**
4. **Bus/Van/Limo Carriers.** Carriers authorized to operate commercial motor vehicles by the Federal Motor Carrier Safety Administration (FMCSA) to transport more than 8 passengers (including the driver(s)). Carriers must comply with all provisions of the Federal Motor Carrier Safety Regulation (FMCSR). Carriers must have interstate operating authority and obtain a USDOT number from FMCSA.
5. **Continental United States (CONUS).** The 48 contiguous states and the District of Columbia.
6. **Contracting Officer (CO/KO).** The government official responsible for arranging written agreements/contracts under the Federal Acquisition Regulation which is entered into by one or more carriers to provide specific services at specified rates, charges and conditions for the transportation of DoD passengers.
7. **Controllable/Uncontrollable Delay.** A delay shall be deemed to have occurred at the origin or enroute station if the approved carrier equipment departs more than one hour after the scheduled departure time. The scheduled departure time shall be as established upon the DTMO or TC acceptance of the carrier's offer, or as amended by telephone and/or message. The failure of a carrier to perform will be deemed a controllable delay if the reason for the delay is due to carrier negligence or a matter under the control of the carrier, such as, but not limited to, mechanical malfunction or acts of the driver. The failure of a carrier to perform will be determined an uncontrollable delay if the delay is from causes beyond the control and without fault or negligence of the carrier, such as, but not limited to, weather or road closures. The carrier will not be held liable for any acts of the Government, such as, but not limited to, late passengers or late connecting transportation to the point of pickup.
8. **Carrier equipment.** Bus, van or limousine owned or leased by an approved DoD carrier under the terms of this Agreement, which is directly under the control of the carrier's management and control. All equipment must be listed on the carrier's insurance and inventory list provided to the DTMO.

Military Bus Agreement

9. **Federal Motor Carriers Safety Administration (FMCSA).** Federal agency with a primary responsibility of ensuring safety in motor carrier operations through enforcement of safety regulations; targeting high-risk carriers; improving safety information systems; strengthening commercial motor vehicle equipment and operating standards; and increasing safety awareness.
10. **Government Transportation Request (GTR).** Standard Form 1169, used to procure passenger transportation and related services from commercial carriers for persons performing official travel at Government expense. (*See Part IV, 24*)
11. **Group Leader.** Officer, Non-commissioned Officer (NCO) or other person traveling with the group designated as the point of contact for the unit. Group leaders are not authorized to make changes to any of the movement specifications established by the DTMO or the TC arranging the move.
12. **Impedimenta.** All equipment owned and controlled by a unit and carried on the Unit Property Books (of Organization and Equipment) and moving simultaneously or in conjunction with troops. Military impedimenta consists of material such as weapons, ammunition, training aids, and other consumables normally in the possession of the unit. Some impedimenta may include hazardous materials and frangible items.
13. **Interstate carrier.** Transportation involving the crossing of a state boundary. Either the vehicle, its passengers, or cargo must cross a state boundary, or there must be the intent to cross a state boundary to be considered an interstate carrier. If operations include interstate transportation, carrier must comply with applicable FMCSR, in addition to state and local requirements.
14. **Intrastate carrier.** Carriers that participate in the transportation of persons or property wholly within one state. **These carriers are not allowed under the terms of this Agreement.**
15. **Lease.** A contract by which a Carrier uses equipment, other than owned equipment, for periods of not less than 30 days for specified compensation. Leasing is allowed as long as it provides that the bus(es), van(s) or limo(s) identified in the lease is operated by, and under the complete control of the lessee and for purposes of this Agreement, as well as regulatory purposes includes insurance, rates, vehicle identification and fuel and road taxes.
16. **Linehaul Bus.** Bus transportation arranged from origin to final destination not in conjunction with a commercial air or rail movement.
17. **Military Services/Agencies.** The Department of the Army, the Department of the Navy, the Department of the Air Force, the United States Marine Corps, the National Guard Bureau, Offices and Agencies of the Department of Defense, and the Coast Guard.
18. **Movement Requirement.** A request for transportation services.
19. **Movement Route Order (MRO).** An alpha numeric identifier assigned to bus movements by approved carriers for an awarded movement requirement.

Military Bus Agreement

20. **National Motor Freight Traffic Association, Inc. (NMFTA).** The National Motor Freight Traffic Association is a nonprofit membership organization comprised of motor carriers and transportation companies operating in interstate, intrastate and foreign commerce. NMFTA assigns the Standard Carrier Alpha Code (SCAC).
21. **National Traffic Service (NTS).** Contractor for the pre-audit of transportation bills used for processing of GTRs. (*See* Part IV, 24).
22. **Net Explosive Weight (NEW).** The actual weight in pounds of explosive mixtures or compounds.
23. **Other Regulated Materials-Domestic (ORM-D).** A material which presents a limited hazard during transportation due to its form, quantity and packaging. It must be a material for which exceptions are provided in 49 CFR 172.101.
24. **Standard Carrier Alpha Code (SCAC).** Carrier's Standard Carrier Alpha Code (SCAC) is a unique two-to-four-letter code used to identify transportation companies assigned by the National Motor Freight Traffic Association (NMFTA), (*See* Part III, 19).
25. **Supplemental Bus.** Bus transportation arranged in conjunction with a commercial air movement, military air movement, or rail service.
26. **Transportation Coordinator (TC).** Government, military, or contracted personnel acting in a capacity to organize transportation for DoD requirements. This could include, but is not limited to, the Contracting Officer, Transportation Officer, Travel Assistant, contracted Commercial Travel Office (CTO), and includes the Defense Travel Management Office (DTMO).
27. **Types of Service.**
 - a. **Regular Scheduled Service** - Service from any point to any point within CONUS as shown in the schedules of the carrier. Charges for regular scheduled service are on a per person basis.
 - b. **Charter Coach Service** - Non-scheduled service between pick-up and discharge points in accordance with the carrier's operating authority. Charter service provides for the exclusive use of the coach. Charges can be based on live (with passengers) and deadhead (without passengers) mileage rates or total trip charges.

Military Bus Agreement

APPENDIX 2 - CONTRACT AND CHARTER BUS TRANSPORTATION STANDARDS OF SERVICE

All approved carriers used for group movements will afford passenger comfort needs.

- a. Seat Specifications. Passengers' seats will be of such design as to afford optimum comfort during movement.
- b. Aisles. Aisles will allow unobstructed passage to lavatory, doorways, and seats in accordance to any applicable state or federal laws.
- c. Temperature Control. In areas and during seasons where required for the comfort of passengers, buses must be equipped with functioning air conditioning and heating units. The interior temperature of the coach must be so controlled as to ensure passenger comfort at all times regardless of seasonal weather conditions.
- d. Cleanliness and Serviceability of Equipment. Prior to departure of equipment from garage point, it must be serviced so as to be in proper operating condition. The interior and exterior must be thoroughly cleaned.

The cleanliness and orderliness of a van, bus or limo may be valid indicators of the overall maintenance level of the equipment and may have a direct effect on the security and confidence of passengers. Therefore, the carrier's failure to keep equipment clean, orderly, and in a good state of repair may be deemed a failure to comply with generally accepted standards of maintenance. Failures that go beyond mere cosmetic or housekeeping deficiencies may relate in some manner to lost confidence in the safety of the equipment.

- e. Right of Refusal. Unit commander or designated person in charge may refuse to accept buses that are unclean, have an offensive odor, or do not meet passenger comfort levels.
- f. Lighting. Buses must be equipped with lighting to serve the needs of passengers.
- g. Non-smoking. All equipment operated for DoD movement requirements must be non-smoking.
- h. Restrooms. Restrooms must be clean, sanitary and functional. Restrooms must be supplied with toilet tissue, soap, paper towels, and fresh water, or towelettes in lieu of soap and water, during the entire journey. Carriers who have extra holding tanks may use them in lieu of additional rest stops when coordinated with the TC. All carriers must service rest rooms twice on each trip of 15 hours or more, to avoid passenger discomfort. Rest room service stops should be coordinated to coincide with meal breaks.
- i. Out of Service Condition. If a Carrier provides equipment or drivers that are in an out of service condition as defined by the North American Uniform Out of Service Criteria, adopted by the Commercial Vehicle Safety Alliance, or fails to comply with

Military Bus Agreement

applicable Federal and state laws. DTMO may place the Carrier in immediate non-use pending a DTMO Review Board or a review of its qualification to do business with the DOD.

Military Bus Agreement

APPENDIX 3 - GOVERNMENT CHARTER COACH CERTIFICATE (GCCC)

INSTRUCTIONS FOR USING THE GOVERNMENT CHARTER COACH CERTIFICATE

Date Prepared: Self Explanatory

Company: Name of carrier

Telephone: Include area code

Representative At: Location where arrangements to furnish equipment will be completed

Person in Charge of Group: DOD Group Leader

For: Exact name of military unit

Number Passengers Requested: As agreed with the Government

Number/Capacity for Buses Requested: For example: 1/43, 2/45 as agreed with the Government

Number/Capacity for Buses Used: To be completed by driver indicating the number of buses actually used, for example: 1/39, 1/43, 1/45

Going Loading Point: Exact pickup address

Exceptional Service Requested: Services agreed on with the Government (public address system, locks, etc.)

Report time: Time bus is ordered to be at loading point (Specify CST, CDT, etc.)

Leave date: Date bus is to leave loading point

Live Miles Route: Projected mileage to complete charter

Deadhead Miles Route: Projected mileage to position and deposition the bus(es)

Return Loading Point: Exact pickup address

Exceptional Service Requested: Agreed on with Government

Report Time: Time bus is ordered to be at loading point for return trip (specify CST, CDT, etc.)

Return Date: Self Explanatory

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Movement Data:

Itinerary	Self Explanatory
Date	Self Explanatory
Time	Self Explanatory

Cost Data:

- 1. Live Miles:** Number of miles multiplied by cost per mile
- 2. Deadhead Miles:** Number of miles multiplied by cost per mile
- 3. Time Charges:** Days or hours multiplied by carrier's cost
- 4. Subtotal:** Sum of 1, 2, and 3 above
- 5. Bridge and Tunnel Tolls:** (Provide receipts)
- 6. Highway Tolls:** (Provide receipts)
- 7. Other:** Explain (Provide receipts)
- 8. Subtotal:** Sum of 4, 5, 6, and 7 above
- 9. Less Allowance When Applicable ____% of Line 4:** Discounted mileage, or result of multiplying line 4 by any quoted discounts
- 10. Total Charge:** Sum of 8 and 9 above

Reason for Furnishing Larger Equipment: Payment subject to terms of Military Bus Agreement

Unusual Circumstances or Charges: Payment subject to terms of Military Bus Agreement

Routing No.: Provided by the Government

Transportation Request Nos.: From Government Transportation Request (GTR)

The certificate will include places for the Transportation Officer and the carrier representative to sign and date.

Automated GCCC form available on DTMO website.

Military Bus Agreement

GOVERNMENT CHARTER COACH CERTIFICATE

DATE PREPARED _____

COMPANY _____	PERSON IN CHARGE OF GROUP _____	TELEPHONE _____
TO REPRESENTATIVE AT _____		
FOR (INSERT IDENTITY OF GOVERNMENT UNIT) _____		

NUMBER OF PASSENGERS	REQUESTED	ACTUAL	BUSES REQUESTED NUMBER/CAPACITY	BUSES ACTUALLY USED NUMBER/CAPACITY
FROM _____	TO _____			O.W. _____ R. _____
GOING LOADING POINT AND EXCEPTIONAL SERVICES REQUESTED _____				REPORT TIME _____ LEAVE DATE _____

LIVE MILES ROUTE _____	DEADHEAD MILES ROUTE _____
RETURN LOADING POINT AND EXCEPTIONAL SERVICES REQUESTED _____	REPORT TIME _____ RETURN DATE _____

ITINERARY	DATE	TIME	
			1. LIVE MILES _____ @ \$ _____ PER MILE \$ _____
			2. DEAD HEAD MILES _____ @ \$ _____ PER MILE \$ _____
			3. TIME CHARGES _____ DAYS _____ HOURS \$ _____
			4. SUB TOTAL \$ _____
			5. BRIDGE AND TUNNEL TOLLS \$ _____
			6. HIGHWAY TOLLS \$ _____
			7. OTHER (EXPLAIN) \$ _____
			8. SUB TOTAL \$ _____
			9. LESS ALLOWANCE WHEN APPLICABLE _____ % OF LINE 4 \$ _____
			10. TOTAL CHARGE \$ _____

(1) Reason for furnishing larger equipment than necessary to handle number of people involved if that is done; (2) Any unusual circumstances or charge which may affect billing for service.

ROUTING NO. _____	TRANSPORTATION REQUEST NOS. _____
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It is understood and agreed that the performance of the service detailed in this certificate is subject to all applicable tariff provisions and such other arrangement as may be agreed upon not contrary to pertinent tariff rules and regulations.

To the best of the knowledge and belief of the undersigned carrier representative, the charter described above was the best arrangement which the Carrier was in a position to offer the Government.

This certificate properly reflects the service actually performed and the equipment used.

(CARRIER)	(MILITARY INSTALLATION OR GOVERNMENT ORGANIZATION)
For the carrier: _____	ADDRESS _____
(SIGNATURE)	DATE _____
	BY _____ (TRANSPORTATION OFFICER OR AGENT, RANK OR TITLE)

Military Bus Agreement

APPENDIX 4 - CERTIFICATE OF INSURANCE

This is to certify that:

Name of Insurer _____

Address of Insurer _____

City _____ State _____ Zip _____

(hereinafter called the Insurer)

has issued to

Name of Carrier _____

Address of Carrier _____

City _____ State _____ Zip _____

(hereinafter called the Insured)

an insurance policy - Number _____ with respect to the Public Liability of the said carrier for bodily injury effective from _____ to _____.

The limits of liability under the said policy are not less than the following, with respect to:

(a) Vehicle with seating capacity of 16 passengers or more**\$5,000,000.00**

(b) Vehicle with seating capacity of 15 passengers or less**\$1,500,000.00**

The terms and conditions of the policy apply within the following geographical limits (if any):

This policy complies with Department of Transportation requirements set forth in 49 C.F.R. 38 and 1043. If the insurer changes or cancels the policy, insurer agrees to notify the Defense Travel Management Office, 4800 Mark Center Drive, Suite 04J25-01, Alexandria, VA 22350-9000.

(Signature of Insurer)

Date _____ Name and Address of Broker _____
(if applicable) _____

_____ personally appeared before me this _____
(Typed Name of Above Signatory) day/month/year

and swore that he has personal knowledge that the insurance is in effect and is in accordance with the terms specified hereon, and that he is authorized to sign the above certificate.

Subscribed and sworn to before me this _____ day of _____

(Month and Year) SEAL _____

NOTE: All signatures must be handwritten. Rubber stamp impressions are not acceptable.

Military Bus Agreement

APPENDIX 5 - CARRIER PERSONNEL TO BE CONTACTED

(COMPANY LETTERHEAD)

BY TELEPHONE

24 HOUR EMERGENCY CONTACT NUMBER

OPERATIONAL CONTACTS:

<u>NAME</u>	<u>TELEPHONE NO.</u> (Include area code)	<u>HOURS AND DAY</u> <u>OF WEEK</u>
1. _____	_____	_____ to _____
2. _____	_____	_____ to _____

PRIMARY EMAIL ADDRESS

1. _____
2. _____

ADDITIONAL NAMES:

<u>NAME</u>	<u>TELEPHONE NO.</u> (Include area code)	<u>FACILITY</u> <u>LOCATION</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Military Bus Agreement

APPENDIX 7 - CERTIFICATION REGARDING A DRUG/ALCOHOL-FREE WORKPLACE

_____ hereby certifies and agrees that with respect to all employees of _____ who are employed under contracts with the Department of Defense will:

- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions;
- (2) Establish a drug/alcohol-free awareness program to inform such employees about:
 - (a) the dangers of drug abuse and alcoholism in the workplace;
 - (b) the contractor's policy of maintaining a drug/alcohol-free workplace;
 - (c) any available drug and alcohol counseling, rehabilitation, and employee assistance programs, and
 - (d) the penalties that may be imposed upon employees for drug abuse and alcohol violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement described in paragraph (1) above.
- (4) Notify such employees in such statement that as a condition of continued employment on DoD contracts that the employees will:
 - (a) abide by the terms of the statement;
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
 - (c) notify the employer of any criminal drunk driving citations or convictions no later than five (5) days after such actions.
- (5) Notify the Defense Travel Management Office within ten days after receiving notice under paragraph (4) (b) above from an employee or otherwise receiving actual notice of such conviction; and
- (6) Within 30 days after receiving notice under paragraph (4) above of a conviction, impose the following sanctions or remedial violations occurring in the workplace:
 - (a) take appropriate personnel action against such employee, up to and including termination; or
 - (b) require such employee to satisfactorily participate in a drug/ alcohol abuse assistance or rehabilitation programs approved for such purposes by Federal, state or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug/alcohol-free workplace through implementation of paragraphs (1) through (6) above.

(Signature of Carrier official)

(Typed name of Carrier official)

Title

Date

Military Bus Agreement

APPENDIX 8 - STATEMENT OF COMMON FINANCIAL OR ADMINISTRATIVE CONTROL

1. PARENT COMPANY IDENTIFICATION

- a. A “parent” company, for the purpose of this certificate, is the one that owns or controls the activities and basic business policies of the carrier. To own the carrier means that the parent company must own more than 50 percent of the voting rights of the carrier. A company may control the carrier as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the carrier through the use of dominant majority voting rights, use of proxy voting, or otherwise.
- b. I, _____, representing _____ hereinafter referred to as the “Carrier,” certify that the Carrier **is / is not** (circle as appropriate) owned or controlled by a parent company engaged directly or indirectly in providing ground passenger transportation for the Department of Defense or its entities.
- c. If the Carrier is owned or controlled by a parent company, the following information is provided:

Name of Parent Company: _____

Main Office (complete address): _____

2. AFFILIATED BIDDERS

- a. Business concerns are affiliates of each other when, either directly or indirectly, (1) one concern controls or has the power to control the other, or (2) a third party has the power to control both.
- b. I, _____, representing _____ certify that Carrier **is/is not** (circle as appropriate) affiliated with any other business, firm, or corporation engaged, either directly or indirectly in providing ground passenger transportation for the Department of Defense or its entities.
- c. If the Carrier indicates that such relationships exist, names and addresses of all affiliates must be indicated below:

Name of Affiliate: _____

Main Office (complete address): _____

Affiliate is a DTMO/DoD approved Carrier: YES NO

Military Bus Agreement

Name of Affiliate: _____

Main Office (complete address): _____

Affiliate is a DTMO/DoD approved Carrier: YES NO

Name of Affiliate: _____

Main Office (complete address): _____

Affiliate is a DTMO/DoD approved Carrier: YES NO

Name of Affiliate: _____

Main Office (complete address): _____

Affiliate is a DTMO/DoD approved Carrier: YES NO

(If additional space is needed, affiliate listing may be continued on plain bond and attached to this certificate.)

- ADMINISTRATIVE ACTION/NON-USE CARRIERS:** Carriers declaring common financial or administrative control may be prohibited from bidding and providing passenger service through affiliated companies, depending on the administrative action taken by DTMO.

Note: Failure to report Carrier affiliations are grounds for immediate non-use action until Carrier has filed this information with DTMO.

Typed Name and Title of Carrier Official

Signature

Date

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APPENDIX 9 - EQUAL EMPLOYMENT OPPORTUNITY

- a. The Carrier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The carrier will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Carrier agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Employment Opportunity clause.
- b. The Carrier will, in all solicitations or advertisements for employees placed by or on behalf of the carrier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Carrier will send to each labor union or representative of workers with which the Carrier has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Carrier's commitments under Section 202 of "Executive Order No. 11246, as amended", and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Carrier will comply with all provisions of "Executive Order No. 11246, as amended", and with the rules, regulations, and relevant orders of the Secretary of Labor
3. The Carrier will furnish all information and reports required by "Executive Order No. 11246, as amended", and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the company's files and records for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. If the Carrier is in noncompliance with the Equal Employment Opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Carrier may be declared ineligible for further Government contracts in accordance with procedures authorized in "Executive Order No. 11246, as amended". Other sanctions may be imposed and remedies invoked as provided in "Executive Order No. 11246, as amended", or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
4. The Carrier will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of "Executive Order No. 11246, as amended", so that such provision will be binding upon each subcontractor or vendor. The Carrier will take such action with respect to any subcontract or purchase order as the Military Agency may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the Carrier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Military Agency, the Carrier may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX 10 – REPORTS

1. Each Company shall submit a quarterly report for all DoD bus movements performed in the previous quarter in Microsoft Excel using the template (*See Figure 1*). There should be one line per movement which includes all of the data elements listed below. Quarterly movement data must be reported based upon the completion date of the movement (i.e. movement start date 27Sept with a completion date 2Oct would be reported for fiscal year first quarter). Reports are based on the government’s fiscal year (Oct-Sept).

Element	Definition
Departure Date	Date the trip actually commenced, in MM/DD/YYYY format. October 4, 2014 would be displayed as 10/04/2014.
Origin city	The origin city of the movement. Pick-up location.
Origin state	The origin state of the movement. Pick-up location.
Enroute destination city	Location (not final destination) where group was dropped off. If round-trip or multiple stops, submit farthest destination city on route.
Enroute destination state	State of drop off location. If round-trip or multiple stops, submit farthest destination state.
Final Destination city	Final destination city of the movement. If round-trip, will be same as origin city.
Final Destination state	Final destination state of the movement. If round-trip, will be same as origin state.
Number of passengers requested	The total number of passengers requested to be moved.
Customer Service/Agency	Please provide the Service in the following format: Air Force Army Navy Marine Corps Or the Agency acronym (DLA, DFAS, DISA, etc).
Number of buses	The total number of buses used to support the movement.
Number of miles	The mileage between the origin and destination of the trip.
Original bid cost	The original cost of the accepted bid for this movement.
Actual total cost	The actual cost of the completed movement.
Method of payment	The form of payment used; GTR, GTCC, Cash, Check, etc.
Number of bids submitted	Submit the total number of bids submitted

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	for the period
Number of bids awarded	Submit the number of bids your company was awarded for the period
Number of accidents	Submit the number of accidents that resulted in an injury, fatality, or substantial property damage for DoD movements during the previous quarter

- a. Reports will consolidate all DoD group movements for all Company locations.
 - b. Reporting periods are based on calendar periods. Each quarter's report is to cover group moves completed from the first of the calendar quarter through the last day of that calendar quarter, not by reservation or pickup date. Reports are due to the DTMO no later than 15 calendar days after the last day of the quarter.
 - c. One record will be generated for each DoD group movement during the reporting period.
 - d. The following convention will be used for naming the file containing the previous quarter's group movements: CTIM_YY_QX_BUS_COMPANYNAME.CSV (YY is the 2-digit Federal Government fiscal year (FY; 1 Oct – 30 Sep) and QX is the reporting quarter). Including the "BUS" is critical in case CTIM gets reports from a travel agency or other vendor with a similar name. October – December is Q1, January – March is Q2, April – June is Q3, and July – September is Q4. FY 14 runs from 1 October 2013 to 30 September 2014. Q = quarter.

Example: The file for movements completed by Acme Bus Company for October – December 2014 would be CTIM_14_Q1_BUS_ACME.CSV.
 - e. Report files will be submitted via secure file transfer protocol (SFTP). Contact ctim@dtmo.pentagon.mil for instructions, user name, and password.
 - f. For questions concerning formatting and transmission, contact ctim@dtmo.pentagon.mil.
2. File processing reports (FPR) will be sent to the Company each quarter confirming receipt of the file and advising of any rejected records.
 - a. Errors must be corrected and resubmitted to the DTMO within seven days of receipt of the FPR.
 - b. Only the corrected records should be returned to the DTMO, not the entire quarterly file.
 - c. Resubmission files will be named similarly to the original file, but a resubmission number will be added to the end of the file name. There is no limit to the number of supplemental files that can be submitted.

