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New Approaches to Successful Vanpooling

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Washington, D.C. 20585



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INTRODUCTION

The objective of this material is to provide a comprehensive summary of different approaches to successful low-cost vanpool operations in various areas of the United States. It is designed to allow prospective vanpool sponsors to analyze and compare the methods used by those programs already in progress.

Since vanpools essentially are self-perpetuating and the rider fares cover all capital and operating costs, all of the programs described herein required no capital investment on the part of the program promoter to acquire the vans. For example, the New Jersey Energy Office, through vanpool workshops for employers, has been responsible for making New Jersey one of the leading vanpool states in the Nation. Mason & Hanger-Silas Mason Company, Inc. encouraged employees to start vanpools with credit union financing and the State of Michigan leased vans for their vanpool program. In total, these programs have been directly or indirectly responsible for starting over 600 vanpools which required an investment of over \$5,000,000. When financing of the vans is provided by the employers, credit unions, banks, or leasing companies, the remaining management and promotion costs of a vanpool program are affordable by virtually any organization desiring to start vanpool programs.

The New Jersey Vanpool Program represents a marketing and promotional effort on the part of the State Energy Office. Through workshops and seminars, companies interested in forming vanpools for their employees are provided with information and guidance for the development and implementation of company programs. Approximately 25 sponsors in the State now have over 500 vans in operation.

The Michigan State Employee Vanpool Program (SEVP) is administered by the Michigan Department of State Highways and Transportation on behalf of all State employees, particularly in the Lansing area. Vehicles are leased by SEVP under a 48-month open end lease. Fares are designed to fully recover all capital and operating expenses. Drivers assume all maintenance responsibility and a State credit card is provided for gasoline purchases and repairs. Vans are insured at the regular fleet rate for State vehicles. Plans are now under way by SEVP for extensive vanpool promotional activities in other large urbanized areas of the State.

Knoxville Commuter Pool (KCP) has developed a new approach which is essentially that of a transportation broker where all modes of service are brought together. After considerable pioneering in vanpooling, Knoxville has focused on promoting driver owned and operated vanpools. To provide fleet benefits as well as other assistance in starting and operating a vanpool program, a new organization, Knox Area Vanpool Association (KAVA) was formed.

RIDES for Bay Area Commuters, Inc. is a non-profit corporation and third-party sponsor of vanpooling, formed by the California Department of Transportation with joint funding from the State Energy Commission and the Metropolitan Transportation Commission. A leasing company was selected through competitive bidding and provides management and administrative services for a nominal charge per month per van. RIDES guarantees that the lease will be paid on any and all fleet vans even if some vanpools default or disband. Vans are specified by RIDES and the leasing company provides them under an open-end lease of 50 months. Insurance for the vans is provided by the leasing company but RIDES retains the right on behalf of the company to obtain a better coverage if it is available. Promotional material, marketing techniques and forms are being standardized to provide companies and interested employees with complete information which will assist them in developing and operating successful vanpools.

The Mason & Hanger - Silas Mason Co., Inc. Vanpool Program was started as the result of one plant representative's initiative and interest in vanpooling after attending a vanpool workshop. Although Pantex does not purchase vans for employees, it does allow coordination activities during working hours. The owner operated vans are 100% financed through the plant credit union and are insured by State Farm for approximately \$360 per year. The vanpoolers, however, are not covered by disability insurance or worker's compensation.

Each summary contains a program description, a contact name and phone number, so that interested persons can obtain more specific information. In most cases, these people are more than willing to share their time and expertise with other individuals and corporations.

NEW JERSEY VANPOOL PROGRAM

The New Jersey Vanpool Program was initiated late in 1975 with the preparation of an information manual that was based on material acquired from the Minnesota Energy Office and the 3M Company. The manual was tailored to the New Jersey commuting situation where, from an average round-trip commute of 18 miles in the early 1960's, the trend toward suburban living has effectively doubled the commuting mileage.

Before the end of 1975, the information manual and a questionnaire were sent to about 25 of the largest companies in the State. The response was good; in fact, one company (Hoffman-LaRoche) indicated that it had just initiated a vanpooling program. Since most firms knew very little about vanpooling, the experience and result of existing vanpools in operation by firms such as the 3M Company and Continental Oil Company were utilized to assist in the development of a vanpool seminar.

In January 1976, an invitational package was assembled which included personalized letters not only to company presidents but also to corporate personnel, public relations, and industrial relations directors. It was felt that the multi-person approach to each company elicits companywide discussion and a more responsive attitude, especially from the people-oriented managers. The invitational package went to 89 companies and 60 sent representatives to the introductory half-day seminar/workshop.

This first workshop identified companies that were interested in at least exploring the possibility of developing a vanpool program and provided important contacts with the business community. Intense promotional activities followed the workshop. It was found that the most effective approach to dealing with people in the business community was to dress and act in a manner consistent with accepted business practices/expectations.

In spite of an enthusiastic promotional effort, it took a year from the time of the first meeting with one company (Allied Chemical Company) until the first van was delivered. During this time, about twelve intense days were spent working with company accountants amortizing costs, etc., speaking to potential drivers/riders, and assisting other company representatives in initiating a vanpooling program. With another company (Laminating Corporation of America), the original vanpool information manual arrived while the firm was in the midst of planning a vanpool program. The information provided in the manual allowed the firm to complete its planning in such a timely manner that only 4 months passed before the first vanpool became operational. In the first half of 1976, six companies initiated programs.

Another workshop for an even larger audience was developed. Costs for this effort were minimal. The meeting room was provided free by the Prudential Insurance Company, a firm that had just begun a vanpool program. Out of approximately 400 invitations, 128 companies responded and attended the August 1976 half-day workshop which served to identify more companies interested in establishing vanpool programs. Personal contacts were identified and follow-up promotional activities were initiated.

Some months later, the Federal Energy Administration (FEA) began sponsoring workshops. Following FEA invitations to various company presidents, personal letters were sent to several other representatives of each company. The FEA held a series of eight workshops that began in April 1977. These workshops were exceptionally well attended--an average of 30 participants per workshop, about double the National average.

The personal contacts continued but less intensely since more people were familiar with the concepts of vanpooling and the requirements to establish a program. At this point, the programs that were implemented earlier provided essential information. As questions or problems arose, interested parties were referred to companies with similar problems that had been solved. This peer group approach proved to be even more effective than State agency pronouncements.

After several months of this activity, it was decided that the growing expertise justified another gathering of potentially interested companies. Accordingly, in September 1978, an all-day conference was held. (see Appendix, p. 24-27) It included not only "experts" from the private sector but also participants from the New Jersey State Departments of Transportation and Insurance. The 120 attendees were provided with questionnaires which were to be discussed with corporate executive-level people. Since 55 companies responded with interest, it was felt that an advanced working-group session, stressing solutions to problems, would be the most effective approach. Forty people attended the December 1978 advanced workshop and were divided into several small problem-solving work groups. This approach seems to have been very effective; however, responses are still being evaluated.

Based on the success derived from the private company sector, promotional activities were initiated with county governments and union groups. The 21 counties in New Jersey are currently being encouraged to develop vanpool programs. Meetings have been held with each of the county planners, assisting them in the development of uniform procedures for obtaining vans via interest-free loans that are available from the Federal Highway Administration. To date, Morris County has developed a vanpool program for county employees. County executives are being

encouraged to sponsor workshops for local businesses to emphasize gasoline savings, pollution reduction, and other related benefits associated with vanpooling. The State Department of Energy will plan and conduct these workshops in a small working-group atmosphere. Those who have previously established vanpool programs will be called upon in order to educate county personnel. Once trained, county personnel can then sponsor and effectively conduct follow-up workshops.

Since many firms have not initiated company-sponsored vanpooling programs, promotional activities are also being aimed toward union sponsorship/participation. An information manual for unions, emphasizing owner/driver-operated arrangements, has been distributed to over 175 locals in New Jersey. These manuals and promotional actions were directed to the presidents of each local. One local was interested enough to request 4,000 brochures for distribution to its members. Additional union responses are expected in 1979.

Since late 1975, considerable time, but relatively little money, has been spent for all of these accomplishments. During the first year, one person was the sole promoter of vanpools and spent approximately 60 percent of his time on promotional and coordinating activities. Now, about 10 percent of his time is spent on these activities, while a new employee devotes 50 percent of his time on the project. Over the past three years, vanpool program activities in New Jersey have consumed less than one man-year of effort.

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MICHIGAN EMPLOYEE VANPOOL PROGRAM

The State of Michigan Employee Vanpool Program was developed and is administered by the Michigan Department of State Highways and Transportation on behalf of all State employees. The first State Employee Vanpool Program (SEVP) vanpools began service in April 1977 and by the end of 1978 the number of vanpools had grown to 48. For 1979 the Michigan State Vanpool Program is focusing on assisting other State sites and other organizations in starting vanpool programs throughout the State.

The program involves a cooperative effort on the part of a number of bureaus within the Department, which include Transportation Planning, Administration and Finance. An opinion was obtained from the Attorney General stating that the Department had legal authority to undertake such a program, which added to the legitimacy and credibility of the program, and overcame a great many concerns expressed by individuals who participated in the project. Although approval was given with the understanding that the project would generate sufficient revenue to cover all operating costs, a funded account, General Transportation Funds, was established to comply with budgetary requirements that could be used to support a demonstration program of this nature. Approvals also were received from the Michigan State Highway Commission, the State Department of Civil Services and the State Department of Management and Budget.

In November 1976, the vanpooling concept was introduced to 15,000 Lansing area State employees, with the distribution of a survey form, including a grid map, to each employee with the payroll check (see Appendix, p.28-33). The form explained the SEVP and outlined how interested employees could participate. Nearly 6,000 surveys were returned with approximately 3,200 of the responses indicating an interest in vanpooling. Based on survey results ten locations, each having a large number of State employees working in the downtown area, were selected for immediate implementation. Arrangements were made with the Department of Management and Budget to provide, on a priority basis, reserved parking spaces for vans.

Vehicle specifications were developed and a leasing company was selected, through competitive bidding, to provide the vehicles under a 48-month open-end lease. When the 48-month period has expired, the lease is picked up and the van is sold on the open market. The vans have a predetermined residual value of 15 percent which is virtually guaranteed (i.e., a \$10,000 new van should bring \$1,500 at auction after 48 months). If used vans sell for more, SEVP receives the difference; however, if they sell for less, SEVP must make up the difference.

The criteria for driver selection included a review of the applicant's driving record, physical qualifications and personal interview. (see Appendix, p.34-35) The degree of enthusiasm expressed by a potential driver strongly influenced the selection decision. Drivers and back-up drivers must obtain a chauffeur's license, and are required to complete a five-hour course in driver safety conducted by the State fleet safety training unit. A list of persons who had indicated an interest in vanpooling was provided each selected driver for their respective area. The driver has responsibility for contact with potential riders in an effort to secure a sufficient commitment of passengers to initiate a vanpool.

SEVP drivers assume all maintenance responsibility for the vans, having only a financing arrangement with the leasing company. (see Appendix, p.36-38) In most cases, the vehicles are taken to the original dealer for repairs and maintenance; however, the driver may make the decision where the van is taken which might be to a reputable mechanic in an area closer to home. A state credit card is provided for gasoline purchases and maintenance repairs.

Fares are designed to fully recover all capital and operating expenses. They are based on nine fares per van and are collected on a bi-weekly basis through payroll deduction. The driver receives free transportation to and from work, plus personal use of the van at 10¢ per mile. In September 1978, as an incentive to keep vans filled, a plan was initiated to give drivers 60 free miles for personal use every two weeks for each passenger added over the base nine. The free mileage is not cumulative and either must be used or lost within the time period specified. A trip log indicating passengers' names must be completed and turned in every two weeks. If it exceeds nine, then the Finance Department knows that free mileage is due.

Insurance was a major concern. Numerous discussions were held with the Department of Management and Budget and representatives of the company that insures 13,000 other State vehicles. The insurance company agreed to insure the vans at the regular fleet rate at a cost of approximately \$200 per year per van. The decision was made after review of the driver selection criteria and the proposed operating agreement with the driver.

During December 1977 and January 1978, three SEVP surveys were conducted: (see Appendix, p.39-45)

1. The Vanpooler Survey. Its principle objective was to assist vanpool program administrators in evaluating and improving SEVP.
2. The Vanpool Driver Survey. Its principle objective was to assess vehicle reliability and determine potential problem areas.
3. The Passenger Boarding Time Study. It was conducted on selected vanpools to accurately identify how much time is spent picking up passengers.

Results indicated that most riders felt that vanpooling is a reliable means of transportation, conserves gasoline, saves money and provides freedom from tension of driving. Almost all (98.9 percent) participants indicated they would recommend vanpooling to their friends. Overall, the vanpool vehicle was rated fair to good by its users. Entering and exiting the van was the greatest indicated problem, and it was decided that future vans would have a grab bar mounted inside the door to assist in vehicle boarding and alighting.

The primary purpose of the Vanpool Driver Survey was to evaluate how well the vehicles had performed and why persons had left the program. Results showed that the vans were quite reliable and normally on time. Also, responses indicated that persons generally did not leave the program due to service dissatisfaction, but because of personal reasons, such as changes in work hours or job location, attendance at evening classes, health or home problems.

A concern of potential vanpoolers is that the pick-up and drop-off of passengers takes too long. The Passenger Boarding Time Study was undertaken in an attempt to accurately respond to this notion. Information received showed that under less than ideal weather conditions, no significant delay was experienced, which can be attributed to two interrelated factors. First, the drivers are consistently punctual and secondly, the passengers make a conscientious effort to be on time, knowing they will not have a long wait.

By the end of 1978, SEVP had 45 vans in service, with 3 back-up vehicles, for a total of 48. There were 465 persons enrolled in the program, for an occupancy rate of 10.3 passengers per van. The average fare is \$1.75 per day and the average round trip is 64 miles.

Efforts are currently under way to more vigorously promote the concept of ridesharing and vanpooling statewide. Vanpooling has the potential to contribute greatly to the alleviation of energy, traffic congestion, parking and air pollution problems. Thus, the State intends to encourage the establishment of programs by private and public organizations throughout Michigan. The Department of State Highways and Transportation is available to assist organizations which may have an interest in vanpooling. An additional person has been hired to work on new initiatives and a vanpool task force has been set up in southeast Michigan for the Detroit area. SEVP coordinates its activities with the Capital Area Transportation Authority (CATA). Proposed vanpool locations are discussed with CATA to assure that directly competitive services are not initiated. Further, SEVP strongly encourages the development of vanpool expertise within Metropolitan Planning Organizations (MPO), and suggests that each area develop a work program to assist local employers in establishing ridesharing programs. Federal funding is available to MPO's for this purpose. Extensive vanpool promotional activities are also planned for other large urbanized areas in the State of Michigan, such as Grand Rapids and Flint.

Recently legislation deregulating vanpools from Public Service Commission regulations was passed. In addition, proposed legislation exempting vanpool programs from the gasoline tax has been introduced. For the purpose of this particular legislation, "vanpool program" is defined as 3 or more vans.

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KNOXVILLE COMMUTER POOL

KNOX AREA VANPOOL ASSOCIATION

The City of Knoxville Public Transportation Brokerage Service Project was a demonstration, as well as a research, project cosponsored by the Urban Mass Transportation Administration (UMTA), Tennessee State Department of Transportation and the City of Knoxville.

The Brokerage Bureau, more commonly known as the Knoxville Commuter Pool (KCP), came into being on October 23, 1975. The City subsequently entered into a third party contract with the University of Tennessee Transportation Research Center in order to establish the Service and Methods Demonstration project. Operations commenced in January 1976 at the Transportation Center and continued through June of the following year. Progress was attained in the following areas while located at the UT Transportation Centers: the implementation of a third party vanpool program involving fifty-one vans; the development of a metropolitan ridesharing program involving a computerized batch matching system to provide potential carpool or vanpool rider listings; and the elimination of institutional barriers. KCP efforts were instrumental in the passage of laws to make vanpooling legal in Tennessee and in persuading the insurance industry that it could profitably provide protection to both third party and privately owned vanpools.

One of the most significant accomplishments of the Knoxville Commuter Pool was the establishment of credibility and awareness among the local business community and general public concerning ridesharing. The move in physical location and personnel administration from the University to City government resulted in a situation comparable to a complete termination and reinstitution of the program. Since KCP is essentially a regional oriented marketing organization having a different function and philosophy than most city departments, it did not always fit well into the day to day operations of City Hall. In January 1979, KCP returned to the UT Transportation Center where it is receiving funds from the Tennessee Energy Authority to serve the eastern third of Tennessee.

Despite these constraints and the realization that commuting habits in an area the size of Knoxville could not be changed over night, the project made significant progress in certain areas. KCP is widely recognized for producing one of the first and the most successful third party vanpool operations in the United States. Work by KCP led to the development of an electronic data processing system matching individuals with any and all modes of shared ride transportation. These include such options as potential carpools and any available buses or vanpools able to serve the individual's needs.

For KCP to properly fulfill its function as a transportation broker, it became necessary to work with all modes of commuter transportation. Prior to the establishment of the KCP vanpool operation, most similar programs had been employer owned and operated, and throughout the Knoxville metropolitan area, the Tennessee Valley Authority was the only organization which had shown an interest in operating and promoting such a program. It was this general lack of interest on the part of local businesses which led to the introduction of the third party vanpool into the Knoxville area.

Acting in its broker capacity, KCP used vanpools and carpools as an effective means of shifting transit service from low density, high cost areas to high density, more profitable areas. Vanpools were also used to preserve service in rural areas where intercity carriers were abandoning services and to provide service to the unemployed, welfare recipients who did not have transportation to get to work. Also, the KCP program indicated that it is more important to coordinate transportation services to meet individual travel rather than to coordinate the planning of a specific type of transportation system.

An early objective of KCP was to develop the multi-employer third party vanpool as a practical travel option. Subsequently, KCP integrated vanpools into the general ridesharing system which includes carpools, Knoxville Transit buses, and privately operated express buses. KCP also addressed itself to developing transportation programs for social service agencies, in an effort to achieve cost reduction and elimination of administrative problems for the agencies.

KCP's social service brokerage program assisted certain local agencies in locating and using transportation services which both met their needs and provided economic savings through the efficient utilization of available vehicles. This project was instituted at the time of KCP's move from the University to the City. Later, such efforts were conducted jointly with the Department of Public Transportation Services.

Social service transportation brokerage began with a transportation audit of the agency concerned, in order to determine the costs of existing services, if such already existed, as well as the quality of service and staff required of agency administrators. The audit also served to identify what type of service could fulfill the agency's requirements. From their audit reports, agency administrators could choose between several alternatives and if desired, enter into a contract for transportation services. Contracts were made between the agency and KCP with KCP then contracting with a private transportation supplier who actually performed the service. Manpower availability at KCP was not sufficient to continue handling both this service and the work trip ridesharing program. Thus, priority has been given to marketing the commuter operation over that of social service transportation.

Computer matching has played an important part in the development and promotion of KCP's ridesharing program. Without the use of a computer, it would have been impossible to match prospective ridesharing groups from employee surveys distributed over an area the size of metropolitan Knoxville. Originally, KCP used the Tennessee State computer center in Nashville to carry out its matching operations. However, this operation provided only potential carpool mates and did not supply bus or vanpool information.

Consequently, the information systems manager of KCP worked with officials of UMTA to make operational a low cost micro-processing system to provide online capability and handle all forms of ridesharing. A proto-type software system on a larger computer was used on a time sharing basis through which Central Business District employees were provided with complete ridesharing services, including carpool, bus and vanpool matching. In September, KCP began test operation of a TDL/XITAN micro-processor that provides similar online matching. The advantages of this new system are that it displays, as well as provides, hard copy match information on an online basis; simplifies file update procedures; makes readily available complete ridesharing information to individuals who telephone for assistance; and in the future makes ridesharing information more easily accessible to area employees, by way of time sharing linkages through terminals located in personnel offices of major employers.

After June 1, 1977, KCP began the steps to offer its leased vans for sale to their respective drivers. Negotiations for approval of a 13C agreement with the local transit union, allowing KCP to sell its vanpool fleet to the drivers, began in June 1977 and was signed in September 1977. A new organization, known as the Knox Area Vanpool Association (KAVA) was formed offering all the benefits of a fleet operation to private vanpoolers. KAVA members are provided with free administrative services, including utilization of the computer matching system. They are required to have membership cards, prepare quarterly reports, stay active in the association, and display KAVA stickers on their vans.

Discounts ranging from 5 to 20 percent are given to KAVA members, upon presentation of their membership card, by approximately 40 businesses in the Knoxville metropolitan area on the purchase of tires, parts, maintenance and other services not only for their vans but for their personal vehicles.

Although owner-operators must arrange for their own service and maintenance, KAVA does provide a back-up vehicle for members at a fee which covers capital and operating costs for the van while in use. Currently, KAVA has only one back-up van which is not always sufficient to serve the entire fleet, especially during the summer months when many owners choose to take their vans on vacation. To overcome these peak demand periods, vans are leased from commercial dealers on a weekly or monthly basis.

Financial institutions are often reluctant to approve van purchase loans, because of the high cost when obtaining a new vehicle. In November 1977, KCP entered into a contract with the Tennessee Department of Transportation to administer a Vanpool Abort Program for the East Tennessee region. This Abort Agreement guarantees lending institutions 90 percent of the van purchase price if 100 percent financing is made available to the applicant. (see Appendix, p.46-47) To qualify, applicants must meet the following requirements:

- o Reside in the 16 county area of the East Tennessee Development District.
- o Purchase a van with a seating capacity of 8 or more.
- o Use the van to transport passengers to work from residence.
- o Be a member of KAVA.
- o Meet requirements of the lending institution.

KAVA has established minimum insurance specifications, and has an agreement that if an owner plans to abort, the banks and the credit unions will notify KAVA so an effort can be made to provide assistance to the member to keep his vanpool. Approximately 40 members have participated in the Abort Program guarantee.

Administrators of the KAVA program feel it is important for all involved parties to work together for the successful operation of a vanpool. Further, the recommendation has been made that to improve the progress and growth of vanpools, drivers should be allowed to earn a small amount of extra money because of the responsibility and effort involved. It is KCP's goal to build the KAVA vanpool fleet to approximately 300 by the end of 1979.

Recognizing that transit service is an integral part of the downtown traffic flow and that improved utilization of an existing transport mode would not only enhance mobility but have the potential of replacing some automobile traffic, KCP developed a free fare bus service system known as the Knoxville Area Short Hop (KASH). In cooperation with the City Department of Public Transportation Services, KCP presented the free fare proposal to the Knoxville Transit Authority in August 1977 and on November 7, 1977, KASH began operations.

KASH free fare service is offered aboard each of approximately 850 Knoxville Transit regular route bus runs passing through the downtown area each weekday. As each bus enters the free fare zone, it accepts passengers traveling locally within the zone at no charge. This method of operation permits Knoxville Transit to provide a unique and beneficial service to its patrons while improving utilization of existing bus service with no increase in cost and only a nominal loss in revenue.

Additionally, it provides people who rideshare into the CBD by bus, vanpool or carpool with available transportation so that they can easily travel within the downtown area. More recently, brochures have been mailed, along with rideshare match lists, to CBD employees who had filled out survey forms. The KASH program has been successful, having experienced steady increases in patronage.

KCP's promotional program has been oriented toward educating and informing the public of ridesharing advantages with the objective of attaining longer term, more progressive results. (see Appendix, p.48-51) This concept has been generally effective, particularly given the limited amount of funding which has been available for this purpose. The program initially focused on the economic advantages of ridesharing, notably benefits of vanpooling. As KCP's efforts expanded, the scope of public information was also widened, and carpools and buses have become an integral part of the promotional program.

Decisions to participate in pooling arrangements may be based on sociological factors which may be of equal importance to economic ones. Convenience, travel time, reliability and compatability among pool members are significant factors considered by people who join and remain in a pool. KCP's promotional efforts are directed toward every facet of pooling in order to achieve maximum effectiveness.

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RIDES FOR BAY AREA COMMUTERS, INC.

The California State Department of Transportation (CALTRANS) initiated a demonstration vanpool project in July 1975, with three leased vans, in order to test the feasibility of vanpooling. The program expanded to four sites throughout the State with a total of 24 vanpools. All but the initial three vans were purchased by the State. With additional funding from the California Energy Commission (CEC) and the Metropolitan Transportation Commission (MTC), CALTRANS started a new program called Rides for Bay Area Commuters (RIDES) in San Francisco, California. RIDES is being developed as a complete ridesharing brokerage service. They started with vans in the fall of 1977, took over the CALTRANS carpool operation in October 1978, and their contract places heavy emphasis on marketing carpools, vanpools, buspools, transit, flextime, parking lot incentives, etc.

RIDES was incorporated as a private non-profit corporation in September 1977. The actual vanpool operation began in March 1978, and by April 15, 1979, 63 vanpools were operating with an average occupancy of 13.4 passengers. The start-up might have involved a larger number of vehicles but was limited by the fact that RIDES rapidly ran out of its first contingent of vans. An additional 33 vans were ordered, and experience indicates that an important factor to the success of the whole program is to have vans available when a group decides to form a commuting pool, rather than have them wait for two or three months for delivery of a van. RIDES expects to double the number of vanpools in 1979, as large employers encourage employee vanpooling, and luxury vans are offered.

The commuter van program offered by RIDES is designed to make it as easy as possible for companies to provide vanpooling for their employees. Available is a standardized program which includes guaranteed van leases, insurance and simplified administrative procedures. As a third-party sponsor of vanpooling, RIDES eliminates the administrative and financial liabilities often incurred by an employer who is a direct sponsor, and offers vans directly to commuter groups.

Although RIDES' funding is now obtained from public agencies, the corporation intends to seek private sector monies in the future as the program expands, and its services are proven to be efficient and beneficial to Bay Area residents and employers alike. It is anticipated that contributions could be solicited from area companies where vanpooling has already been established, from companies newly starting the program and from various private foundations. It should be noted, however, that such funding is not immediately available, that RIDES would be in competition with numerous other publicly oriented non-profit corporations, and that as the number of vans increase, care must be taken to guarantee that the program is continuously funded so that these services are not suddenly jeopardized by economic changes in the private sector.

Funding sources for RIDES covering fiscal years 1977-1978 (October through June only), 1978-79, and 1979-80 are CEC, CALTRANS and MTC. The budgets for the three periods are comprised as follows:

	<u>1977-78</u>	<u>1978-79</u>	<u>1979-80</u>
CEC	\$114,960	\$200,000	\$150,000
CALTRANS	27,690	126,000	200,000
<u>MTC</u>	<u>25,000</u>	<u>-</u>	<u>-</u>
Totals	\$167,650	\$326,000	\$350,000

Certain legal requisites in the establishment of the corporation were the preparation and approval of Articles of Incorporation and By-Laws, and obtaining a tax exempt status from the Internal Revenue Service and the California Franchise Tax Board. (see Appendix, p.52-85)

A major component in the formation of RIDES involved the selection of a lease company and execution of a Master Agreement for lease of the vans. Selection was done by competitive bidding with three companies responding, and an agreement was signed in March 1978 with Van American Network, Inc. of Maryland, located in Washington, D.C. (Refer to Appendix for copy of Request For Proposal (RFP), p.86-111, and Lease Agreement, p.112-127.)

The leasing company provides management and administrative services for a nominal charge of \$6/month per van. RIDES is required by Chrysler to maintain \$30,000 in a contingency and liability account, or \$500 per van whichever is greater, to guarantee that the lease will be paid on any and all fleet vans even if some vanpools default or disband. Specifically, the contract states that its purpose is to cover shortfalls in case residuals are set too high when vans phase out or otherwise terminate. Vans to be used are specified by RIDES and Van American provides them under an open-end lease of 50 months. When the 50-month period has expired, the lease is picked up and the van is sold on the open market. The vans have a predetermined residual value of 15 percent which is virtually guaranteed (i.e., a \$10,000 new van should bring \$1,500 at auction after 50 months). If used vans sell for more, RIDES receives the difference; however, if they sell for less, RIDES must make up the difference.

The basic van lease fee is established at the time the leasing company purchases it and is dependent upon the purchase price, financing and insurance rates, and estimated maintenance. A portion of the fee is deposited into an escrow account by the leasing company to cover van maintenance and repair costs which can be billed directly to the company by service facilities. Monthly and quarterly reports on individual vans containing maintenance expenses, gasoline used, mileage, etc. are compiled by the company. Periodically, RIDES sends the drivers reminders concerning oil changes and tune-ups.

Insurance for the vans is provided by the leasing company but RIDES retains the right on behalf of the company to obtain a better coverage if it is available. Responsible coverage for this private leasing arrangement is considered to be \$2,000,000 per vehicle accident. Primary medical coverage is on the first \$1,000,000 per person with excess coverage on the next \$1,000,000 but for a total of \$2,000,000. To date, no accidents have occurred.

Through the end of 1978, the standard vehicle has been the Dodge stock 15-passenger semi-luxury van. Of the initial 42 vans, three were 1977 models and 39 were 1978 models, in a variety of color combinations to avoid an institutional look. A planning decision was made not to provide back-up vans for use if the primary ones break down, and so far none have been needed. Vanpoolers are expected to make arrangements for alternative transportation when vans are being serviced. However, back-up vans may be provided in the future when the fleet becomes larger. New vans are leasing for approximately 10 percent more than a year ago due to higher purchase prices, and financing rates which rose from 8 percent to 13 percent.

Due to a storage problem, when the first shipment of vans were received by the dealer for delivery to RIDES, permission was obtained from CALTRANS to park the vans along the roadway at the San Francisco-Oakland Bay Bridge toll plaza. Inexpensive decals containing the telephone number of RIDES were placed on each vehicle. Visibility of the vans by the many motorists using the bridge generated approximately 65 percent of the inquiries received from persons interested in forming or joining a vanpool.

Demonstrating luxury vans at employer presentations, workshops, and group meetings has been a particularly effective marketing technique. Permitting the establishment of vanpools at less than a full complement of riders has proven to be more helpful. The money spent on subsidizing a seat or two for a short time is a marketing expense that is very cost effective. Experience has shown that vanpools fill up rapidly once they are in operation.

Procedures for handling vanpool matching and start-up were established and are used in both the follow-up to company surveys and in response to individuals who contact RIDES as a result of learning about the program from various media. An application is taken over the telephone and an information kit is mailed out, which includes a follow-up letter, fact sheet, and fare sheet if the person prefers to be a rider. If he/she expresses interest in being a driver/coordinator or back-up driver, then a driver application, memo on a Class II Driver's License (including medical examination report form), and a lease agreement are added to the kit. A California State Driver's Handbook and Truck Driver's Supplement are also available. A blue "master" card is filled out and placed on file if there is strong potential that the person may be starting a van. An entry is made on this card every time the person is contacted by RIDES.

A "Driver Check List" is used by RIDES' staff to insure that every step necessary to getting a van on the road is completed. (see Appendix, p.128-135) Drivers are carefully screened to assure safety and reliability of each vanpool.

In connection with major employee surveys, RIDES' staff conducts sidewalk demonstrations of the van used in the program. At the demonstration, brochures describing the program are distributed, questions about the program are answered, and the van is open for inspection. Although the primary purpose of the demonstration is to interest employees of the company being surveyed, the result is that employees from neighboring companies are also made aware of the program and applications are received from them, thus increasing the program's data base.

Although RIDES has not yet attempted a major, organized media promotion or public relations effort, a number of articles have appeared in various Bay area magazines and newspapers. Individual call-ins have been received as a result of these articles and have been added to the data base, with RIDES' staff performing matching and vanpool formation information and assistance.

Under an arrangement with the drivers, they ride free, pay a nominal mileage fee for personal use on weekends and evenings and are given 100 miles per month of free personal use provided he/she keeps the van clean and washes it at least twice a month. The driver prepares all paperwork for monthly submission to the leasing company, but has no financial responsibility for the van. Each vanpool driver must have a Class II License, be at least 25 years of age, have a clean driving record for the past 3 years, and complete a defensive driver safety training course. Drivers are also required to pass a Class II physical examination for which they are reimbursed up to \$25 when their vanpool is successfully initiated.

A potential driver may call RIDES indicating that three to five people are interested in forming a vanpool. Since it is felt that there should be at least 10 people in a group before acquiring a van, two RIDES' employees act as coordinators by drawing names from their data bank of 14,000 people who have expressed an interest in ridesharing and carpooling. When a group of 10 or more agrees to vanpool, a formal agreement is signed with the primary driver. The monthly van fee is based upon a vanpool of 10 participants. Although each group may limit its size, more recognize that the incentive to grow can reduce the per person fare and in a relatively short time reach the 12-15 person level. The vanpool group makes its own decisions relative to pickup and dropoff points, smoking and other rules. Groups will be allowed to change to a luxury conversion van if there is another group waiting to take over the older standard van. No problems are anticipated if such a situation

occurs because of the number of regional areas involved. Actually, the older van could operate in a different section of the region, and would have a smaller fee due to a lower purchase price and finance rate. An average daily round trip is 74 miles and the average monthly fare is \$42.00.

Interest is rapidly growing among large employers to implement employee vanpooling. The third-party arrangement eliminates employer concerns about liability, worker compensation, capital investment and administrative staff requirements. RIDES is standardizing its forms, marketing techniques, and promotional material to provide companies and interested employees with complete information which will assist them in developing and operating successful vanpools.

RIDES is now working with several large employers in the Bay area, such as Lockheed, San Francisco Airport, Pacific Telephone, and Bank of America, who have expressed a desire to foster vanpooling activities among their employees.

CONTACT:

Mr. Tobias Kaye, Executive Director
RIDES for Bay Area Commuters, Inc.
100 Van Ness Avenue
San Francisco, California 94102
(415) 863-9588

MASON & HANGER - SILAS MASON CO., INC.

PANTEX PLANT

The Pantex Vanpool Program began in July 1977 as the result of one plant representative's attendance at a vanpool workshop conducted by the Federal Energy Administration (FEA). Pantex is located in an area approximately 30 miles from Amarillo where the majority of the employees reside, and where five buses under city contract have been used for transporting workers to and from the work site. Attempts were made to instigate such a busing arrangement with smaller cities serving the plant; however, sufficient interest was not forthcoming and it was deemed necessary to investigate other transportation alternatives for employees from those other outlying areas.

The person who attended the FEA workshop already owned a van which was used in his personal business and until attending the conference, had not thought of using the vehicle for vanpooling. Since Pantex was not interested in purchasing vans for vanpooling, the employee owner-driver operated approach seemed feasible. (see Appendix, p.136-153) The company representative took the initiative and traded his older van for a newer model using his own money via financing through the company credit union. Within approximately two weeks, enough employees were interested in joining the vanpool and discontinued commuting arrangements of carpooling or driving alone.

New rider groups were formed with commuters who had indicated an interest in vanpooling by completing a questionnaire or by telephone. The program was also reviewed in the company monthly newsletter, on bulletin boards, the credit union monthly newspaper and in supervisory bulletins. Also, the plant paging system was used to inform employees of meetings scheduled for vanpool discussions. Grammar schools were used as the focal point to identify the origin of vanpools.

Initially, it was necessary to actively solicit vanpool drivers and riders. However, the program progressed very rapidly and successfully, and within a short time, there was a waiting list of persons desiring to participate in the project. By the end of the first year, Pantex had 22 vans in operation and at the end of 1978, had reached a total of 32 vans.

The organization and operation of vanpools has resulted in the gain of 200 parking spaces at the plant. This situation has proved to be of great benefit to the company by not having to provide additional parking lots to accommodate extra plant employees recently hired at the plant. For each van in operation, Pantex indicates a yearly savings of approximately 8,000 gallons of fuel.

Vans are purchased from a local dealer at a negotiated fleet price. Owner operators are thus able to obtain a van at a rate lower than if bought on an individual basis. In most cases, the vehicles are equipped with dual air conditioning, heating and stereo systems, and carpeting.

Financing of van purchases is essential for employee-operated vanpools. Initially, it was possible to negotiate with the Pantex credit union for interest rates 1/2 percent lower than new car rates and longer financing periods, but with the tight money market, interest rates now are at the regular new car loan rate--10 percent on 100 percent of cost for four years. (see Appendix, p.154) Before a loan can be secured from the credit union, eight passengers must also sign the application form, in addition to the driver, indicating they will participate in the program. If the original owner decides he wants to abandon the vanpool, he has the option of keeping the van and reverting to a normal new car loan or selling the vehicle to another driver. The vans probably will not last four years due to heavy use, but it should be possible to trade them in for newer ones when the remaining principal on the loan is lower than the van's resale value.

Insurance is a key element of vanpooling operations. For Pantex employees, it was a problem in the beginning because almost every company declined them or wanted extremely high premiums. Fortunately, State Farm Insurance had regulations dating back to 1974 to insure vans as private passenger vehicles and, by demonstrating non-profit pooling operation (even when financing and maintenance are included), vanpoolers could qualify for lower rates and not fall into another regulatory category. In 1977, the insurance premium was \$300 per year; for the 1979 vans, it is \$360 per year. A few of the vans have similar coverage through Allstate, but the State Farm arrangement is so effective that it can be initiated virtually by a telephone call. The vanpoolers are not covered by disability insurance or workman's compensation because they are private arrangements similar to carpools.

The average Pantex vanpool travels 35 miles one way. The fare averages \$1.75 per day. The fare rate is established by the driver who identifies all of the costs and discusses them with the riders. The complete expense of the van and its operation is paid for by the vanpool if it averages 10 passengers per day. That is the main reason for encouraging a 15-passenger vehicle; then a daily average of 10 passengers is easily accomplished. Drivers ride free and are responsible for cleaning and washing the van. Two back-up drivers are designated for each van and in some cases, are given two days free transportation for each day it is necessary to drive.

Even though Pantex does not purchase vans for employees, it does allow coordination activities during working hours. During coordination meetings and personal discussion, the economics of vanpooling can be emphasized. For example, a week of vanpooling costs only a few cents more, based on gas and oil, than driving just one day per week. Vanpooling also saves on personal cars, both purchasing and upkeep.

CONTACT:

Ms. Melynie Greaser
Vanpool Coordinator
Education and Training Center
Pantex Plant
Mason & Hanger-Silas Mason Co., Inc.
Box 30020
Amarillo, Texas 79177
(806) 335-1581 x2461

A P P E N D I X



State of New Jersey
DEPARTMENT OF ENERGY

101 COMMERCE STREET
NEWARK, NEW JERSEY 07102

On September 26, 1978, the New Jersey Department of Energy is sponsoring a van pool seminar at the Holiday Inn Jetport, Route 1, 100 Spring Street, Elizabeth, New Jersey.

As you can see by the attached agenda, this comprehensive program will be geared to a more sophisticated audience because we realize that directly or indirectly your company has been exposed to van pooling.

We realize that your company is already aware that van pooling is a viable means for saving money, improving employee morale, and cutting down on tardiness and one and two day absences. The many other benefits to the company, employee, and the general public are astounding.

Van pooling has proven itself over and over again since its conception back in 1973 and New Jersey, we are proud to say, leads the nation with twenty-five companies operating over four hundred vans.

Let us help you jump on the "van wagon" and help us save energy, our environment, and reduce traffic congestion on our roads.

Sincerely,

Roy E. Noble, Jr.
Ass't. Administrator
Office of Energy Operations

Van Pooling Seminar

Name of Company _____	*Amount Enclosed:
Address _____	\$10.00
City & Zip _____	<input type="text"/>
Phone No. _____	\$20.00
Name of Representative (s) _____	<input type="text"/>
_____	\$30.00
_____	<input type="text"/>

\$10.00 for each representative includes lunch. (Submit before September 15, 1978)

* Please make check payable to the State of New Jersey

Agenda
Van Pool Seminar
Holiday Inn Jetport
Newark, N.J.

8:00	Registration Welcome	Roy E. Noble, Jr. NJ Dept. of Energy
9:00	Introduction to Van Pooling	Bob Wald Hoffman-LaRoche
10:00	Van Pool Implementation	Roy Coughlin So. New England Telephone Co.
11:00	Vehicle Specifications	John Mahony SmithKline Corp. NAVPO
12:00	Lunch	
1:00	Insurance Workman's Compensation	Ed Zazzarino Prudential
1:45	Insurance	Dr. Frank Davis Univ. of Tennessee
2:30	N.J. D.O.T. Matching Service & FHWA Loans	Guy LoBue N.J. D.O.T.
3:30	Lease vs. Buy	Harry Smith Auto Rentals, Inc.



State of New Jersey
DEPARTMENT OF ENERGY

101 COMMERCE STREET
NEWARK, NEW JERSEY 07102

In order to evaluate this workshop, we are requesting that you complete the following questionnaire. Through this means of communication, we will be able to establish new programs and modify existing and planned workshops.

- I 1 Date attended _____ Where _____
- 2 I found the workshop to be: Informative Yes No (Please explain)
(Please circle) Productive Yes No (Please Explain)
- 3 I felt the workshop was good but _____

- 4 I felt the workshop was good and as a result _____

- 5 What recommendations or changes would you make to the existing and planned workshops to be helpful to promote van pooling:

- 6 Would you attend such a workshop? Yes ___ No ___
- II 1 Information I received at this meeting will be presented at company executive level meeting Yes ___ No ___
- 2 Van Pooling is not feasible at our location because:
- Sufficient mass transit
- Financial reasons
- Employees home locations (widespread) or live within 10 miles)
- Van Pooling a lower priority

Ample parking and no traffic congestion around plant

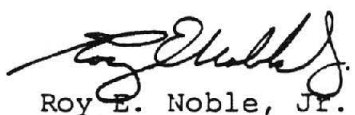
Other _____

3 What kind of technical assistance would you need from the New Jersey Department of Energy?

III 1 Our company has # _____ vans with # _____ people riding in them.

2 Our target number of vans is # _____ vans.

Thank you,



Roy E. Noble, Jr.
Assistant Administrator
Office of Energy Operations
201-648-2076

Name of Company _____

Address _____

City _____

Phone Number _____

Representative _____

STATE EMPLOYEE VANPOOL PROGRAM

The State Employee Vanpool Program, developed by the Department of State Highways and Transportation on behalf of all state employees, provides a convenient, low-cost means of commuting to and from work. This is your opportunity to participate in this new and exciting program. ALL STATE EMPLOYEES WORKING IN THE LANSING AREA ARE REQUESTED TO FILL OUT THE ATTACHED FORM REGARDLESS OF YOUR INTEREST IN VANPOOLING AT THIS TIME. The information will also be used in determining interest in carpooling and buspooling.

WHAT IS VANPOOLING?

Vanpooling is an attractive way of reducing peak hour congestion, conserving energy, and significantly reducing your commuting costs by sharing those costs with other state employees that live near you.

Vanpools utilize a van type vehicle for transporting 10-12 persons between home and work. Vanpool riders share the total cost of owning and operating the vehicle. The driver, one of the vanpool's members, rides free in exchange for a variety of services.

During its relatively short period of existence in the United States vanpooling has become extremely popular. The 3-M Company in Minnesota piloted the vanpool concept three years ago with a six-vehicle employee vanpool program. The immediate popularity of that program necessitated an increase to a system utilizing about 100 vans today. In the intervening years, employer sponsored vanpooling programs have been initiated by more than 100 organizations. In nearly every instance, vanpooling has been overwhelmingly received.

HOW DOES THE VANPOOL OPERATE?

The vanpool coordinator (regular driver) will pick up each rider at home or at some other predetermined location at a specified time each day. After all pickups are made the van will proceed directly to your work location. Generally, you will be dropped off in front of your work building. The return trip would be the reverse of the inbound trip. The vehicle would be stored at the pool coordinator's home.

HOW DOES VANPOOLING BENEFIT ME?

The popularity and acceptance of vanpool programs is no accident. Employee vanpools have a great deal to offer their users. First, the program can provide necessary work trip transportation for those having no car or other transportation available to them. Second, for those presently driving, a reduction in transportation costs is realized. Third, the need to own two or more cars per family may be eliminated resulting in significant savings. Fourth, one is relieved from the fatigues and frustrations of coping with rush hour traffic and Michigan's winter weather conditions. Fifth, door-to-door service is usually provided eliminating the need to walk long distances to and from parking lots. Lastly, there is the satisfaction realized when one is making a contribution toward alleviating our country's energy, traffic congestion, and air pollution problems.

WHAT DOES VANPOOLING COST?

The cost of vanpooling is best understood by comparing vanpool costs with private automobile costs. Assuming a 40 mile total round trip the individual will pay about \$3.00 to operate his automobile (\$1.80 for gasoline, \$0.04 for oil, \$0.50 for parking, \$0.24 for tires and \$0.40 for repairs and maintenance). The cost when both operating and fixed costs are included total \$7.50. The per person cost to vanpoolers for a 40 mile round trip is less than \$2.00. Costs for other trips vary with distance travelled.

HOW CAN YOU BECOME A VANPOOLER?

Your response to the attached Vanpool Data Form will provide basic information necessary to organize a vanpool program. Your name will be grouped with others in your neighborhood who are also interested in becoming vanpoolers. A vanpool coordinator (driver) will be selected and he or she will contact you and provide you with detailed information about the program. If you still desire to participate, you will be asked to complete a payroll deduction form through your department. When the minimum number of passengers have been obtained, a van will be assigned and service will be started. At this time, it is expected that the first vans will be operational in February, 1977.

INSTRUCTIONS FOR COMPLETING THE STATE EMPLOYEE VANPOOL QUESTIONNAIRE

SOCIAL SECURITY NUMBER: This item will not appear on any printout that you or anyone else will receive, it is used as an internal identifier for the computerized operations.

NAME, ADDRESS: Print your last name and first name or initials in the appropriate code spaces starting with the left most space. Print the street number, street name, city, state and zip code of your residence in the appropriate boxes.

HOME GRID, WORK GRID: Locate your place of residence on the accompanying map (one map is for the Lansing area and the other is for the outlying areas around Lansing). Select the X value of your grid from the bottom or top of the map, print the number in the boxes next to the X. Select the Y value of your grid from the left or right sides of the map, print that number in the boxes next to the Y. If you live on a grid line, select either grid. If you live outside of the mapped area, leave the home grid blank. Be certain that your home address is complete including zip code. Locate your place of work on the appropriate map and proceed as above. A partial list of buildings with the appropriate code can be found on the back of the vanpool data form.

START TIME, END TIME: Enter in the appropriate squares your normal beginning and ending work times.

VANPOOL INTEREST: Based on your interest in the program as a passenger, pool coordinator or back-up driver, your name will be placed on a list containing the names and addresses of other state employees who live near you, work near you and have similar starting and ending hours. It will be up to the vanpool coordinator to contact you to arrange a vanpool. Your response to this question places you under no obligation but will assist in selecting preliminary vanpool locations.

VANPOOL COORDINATORS AND BACK-UP DRIVERS: Pool coordinators will be selected from those indicating an interest on the vanpool questionnaire. Selection as a pool coordinator will be based on your driving record, attendance record, regularity of work hours, willingness to obtain a chauffeur's license and participate in a defensive driving course, general health and other references. Those meeting these requirements will then be interviewed. Final driver selection will be based on the interviews.

Responsibilities of vanpool coordinators include obtaining commitments from potential passengers to utilize the van, pick-up and discharge passengers, driving the van to and from work, arranging for van servicing and maintenance, keeping the van fully occupied, training back-up drivers, and keeping various records of the vanpool's operation. In exchange for these services, the pool coordinator receives free transportation.

The back-up driver(s) will continue operation of the vanpool during any pool coordinator absence such as an illness or vacation.

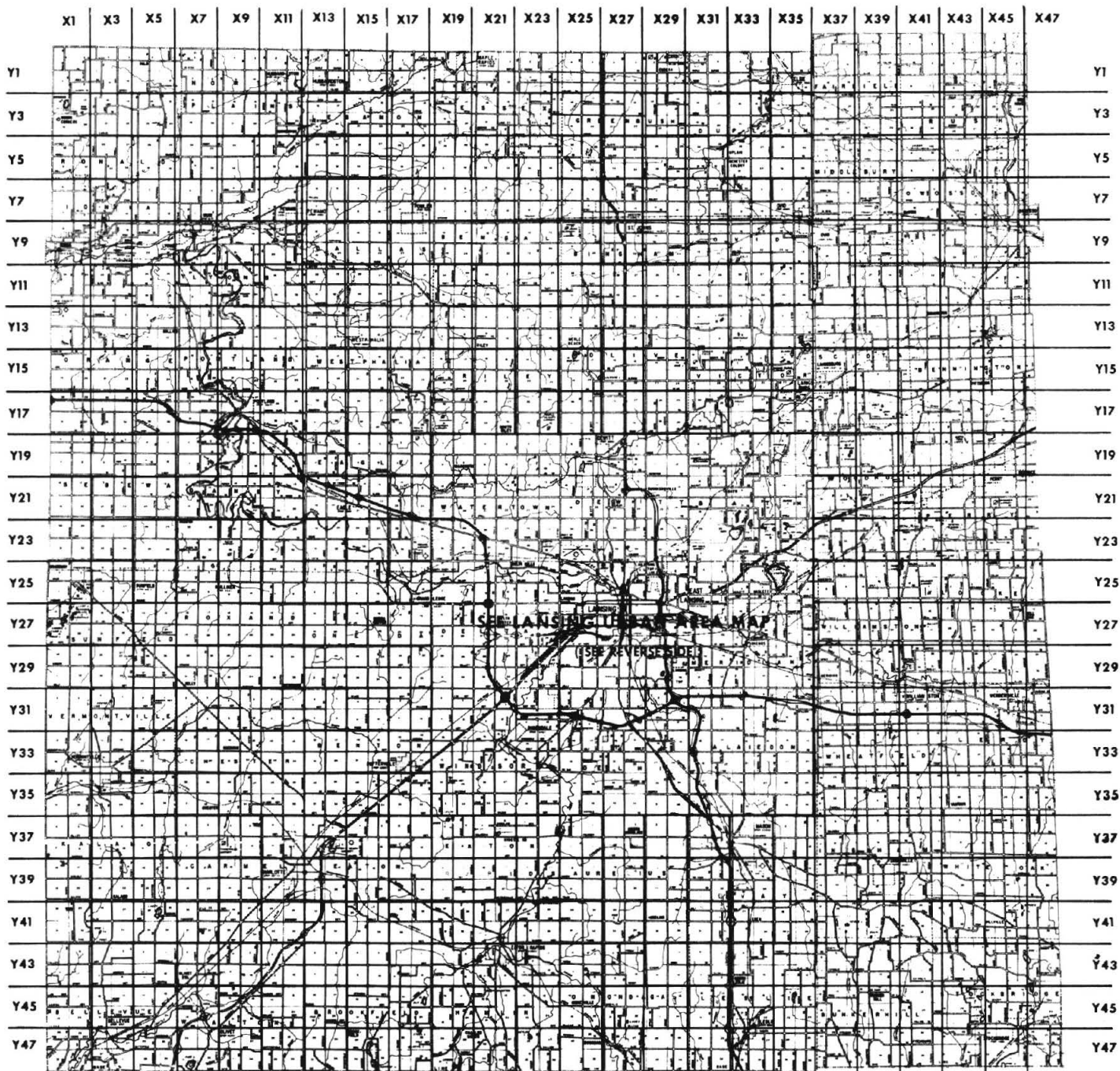
OTHER FORMS OF VEHICLE POOLING: In some areas, vanpooling may not prove practical or desirable. In these areas, carpools or buspools could be formed. If you answer "yes" to this question you are under no obligation to carpool or buspool. However, the information you provide may be used to assist in the formation of carpools or buspools. Selected information may be given to others that live in your area that also responded "yes" to this question.

WORK ADDRESS: This information will provide the vanpool coordinator the opportunity to form the most convenient pool. Be certain either your building name or street number and street name are included; both are desirable if known.

OFFICE PHONE: This number may be used by the vanpool coordinator to contact you. If you do not have an office phone available, you may write in your home phone number.

DEPARTMENT CODE: A list of department codes may be found on the back of the vanpool data form.

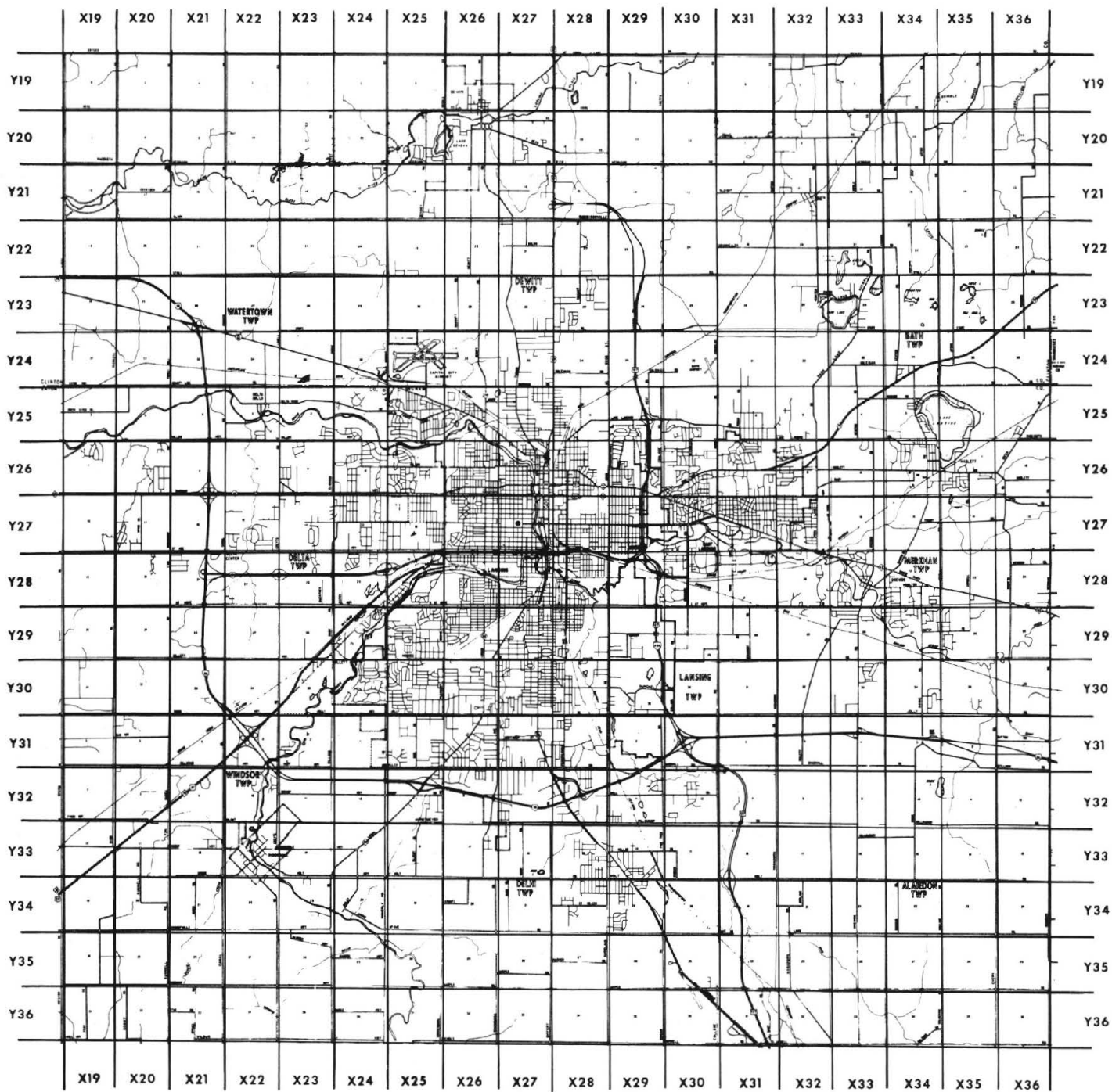
MAIL CODE: Obtain this number from your paycheck stub or your office manager. It will be needed for distribution of vanpool, carpool or buspool materials.



CAPITAL CITY AREA



MICHIGAN
 STATE HIGHWAY COMMISSION
 DEPARTMENT OF STATE HIGHWAYS
 DIVISION FOR
 HIGHWAY PLANNING SURVEY
 DIVISION OF TRANSPORTATION
 PUBLIC WORKS ADMINISTRATION



LANSING URBAN AREA



1728 (N 10/76)

STATE EMPLOYEE VANPOOL PROGRAM DATA

	2	10		
	SOCIAL SECURITY NUMBER			
NAME	11	23	24	33
	LAST		FIRST	
HOME ADDRESS	34	39	40	55
	NUMBER		STREET NAME	
	56	70	71 72	73 77
	CITY		STATE	ZIP CODE
HOME GRID	X	78 79	Y	80 81
	X <input type="text"/>		Y <input type="text"/>	
	LOCATE YOUR RESIDENCE CAREFULLY ON THE CORRECT MAP AND PLACE THE GRID NUMBERS HERE. LEAVE BLANK IF YOUR RESIDENCE IS NOT ON THE MAP. MAKE SURE YOUR HOME ADDRESS ABOVE IS COMPLETE INCLUDING ZIP CODE.			
WORK GRID	X	82 83	Y	84 85
	X <input type="text"/>		Y <input type="text"/>	
	LOCATE YOUR WORK PLACE CAREFULLY ON THE CORRECT MAP AND PLACE THE GRID NUMBERS HERE.			
START TIME	86	89	90	
	HR. MIN.		A/P	
	<input type="text"/>		<input type="text"/>	
	EXAMPLE: CODE 7:30 AM AS		<input type="text"/>	<input type="text"/>
END TIME	91	94	95	
	HR. MIN.		A/P	
	<input type="text"/>		<input type="text"/>	
	EXAMPLE: CODE 4:30 PM AS		<input type="text"/>	<input type="text"/>
ARE YOU INTERESTED IN BECOMING A: (YOU ARE UNDER NO OBLIGATION)				
		VERY INTERESTED	INTERESTED	NOT INTERESTED
VANPOOL PASSENGER	96	<input type="text"/>	<input type="text"/>	<input type="text"/>
POOL COORDINATOR (REGULAR DRIVER)	97	<input type="text"/>	<input type="text"/>	<input type="text"/>
BACK-UP DRIVER	98	<input type="text"/>	<input type="text"/>	<input type="text"/>
ARE YOU INTERESTED IN SOME OTHER FORM OF VEHICLE POOLING (CARPOOLING OR BUSPOOLING) IF VANPOOLS ARE NOT PRACTICAL FOR YOUR AREA?				
		99	<input type="text"/>	<input type="text"/>
		YES	NO	
WORK ADDRESS	100	115		
	BUILDING NAME (IF APPLICABLE)			
	116	121	122	137
	NUMBER		STREET NAME	
	<input type="text"/>		<input type="text"/>	
	138	152	153 154	155 159
	CITY		STATE	ZIP CODE
	<input type="text"/>		<input type="text"/>	<input type="text"/>
OFFICE PHONE	160 162	163	169	170 171
	AREA CODE	<input type="text"/>		DEPARTMENT CODE
	<input type="text"/>	<input type="text"/>		<input type="text"/>
				172 175
				MAIL CODE
				<input type="text"/>

THANK YOU FOR YOUR PARTICIPATION IN THIS SURVEY. PLEASE FOLD ONLY THIS FORM IN HALF, STAPLE AND RETURN THROUGH INTEROFFICE MAIL PROMPTLY. THE APPROPRIATE ADDRESS HAS ALREADY BEEN FURNISHED.

**PARTIAL LIST OF BUILDINGS CONTAINING STATE
OFFICES TO BE USED FOR THE VANPOOL DATA FORM**

<u>X code</u>	<u>Y code</u>	
27	27	Capitol area buildings including: Capitol, Lewis Cass, Mason, Treasury, Highways, Law, Gafner, Mutual, Davenport, Washington Square, Michigan National Tower, Commerce Center, Hollister, Neller, Civic Center, Leonard, De Kleine, Christman and others.
21	31	Secondary Complex
26	25	North Logan Complex
28	32	Long Center Complex
28	32	Merchantile Building
25	24	Capital City Aripport

**LIST OF DEPARTMENT CODES TO BE USED FOR THE
VANPOOL DATA FORM**

07 = Administration, Department of
79 = Agriculture, Department of
11 = Attorney General, Department of
15 = Civil Rights, Department of
19 = Civil Service, Department of
63 = Commerce, Department of
47 = Corrections, Department of
31 = Education, Department of
01 = Executive Office
03 = House of Representatives
67 = Labor, Department of
71 = Licensing and Regulation, Dept. of
85 = Lottery, Bureau of State
39 = Mental Health, Department of
51 = Military Affairs, Department of
75 = Natural Resources, Department of
35 = Public Health, Department of
03 = Senate
05 = Judicial
07 = Management and Budget
43 = Social Services, Department of
23 = State, Department of
59 = State Highways & Transportation, Dept. of
55 = State Police, Department of
27 = Treasury, Department of

ID Mail

Vanpools

**MODAL PLANNING DIVISION
MICHIGAN DEPARTMENT OF STATE HIGHWAYS
AND TRANSPORTATION**

STATE EMPLOYEE VANPOOL PROGRAM

DRIVING RECORD AND PHYSICAL QUALIFICATIONS

The State Employee Vanpool Program carefully screens candidate vanpool drivers to assure safe and careful operation of vanpools. Please complete, sign and return this form through interdepartmental mail to:

VANPOOLS
Modal Planning Division
Department of State Highways and Transportation

Driving Record

Driver's License Number _____/_____/_____/_____/_____/_____
Date of Birth _____/_____/_____/_____
mo. day yr.

Physical Qualifications

This information serves as a guide in evaluating the physical capability of candidate vanpool driver/coordinators to safely and efficiently drive and maintain a vanpool.

Candidate drivers should answer yes or no to the following questions.

- | YES | NO | I have: |
|-----|-----|---|
| ___ | ___ | 1. Lost a foot, a leg, a hand or an arm. |
| ___ | ___ | 2. Impairment of the use of a foot, a leg, a hand, fingers, or an arm or other structural defects or limitations which may interfere with my ability to control and safely drive a motor vehicle. |
| ___ | ___ | 3. Established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control. |
| ___ | ___ | 4. Clinical diagnosis of heart disease. |
| ___ | ___ | 5. Established medical history or clinical diagnosis of a respiratory dysfunction. |
| ___ | ___ | 6. Clinical diagnosis of high blood pressure. |
| ___ | ___ | 7. Established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular, or vascular disease. |

YES NO

- ___ ___ 8. Established medical history or clinical diagnosis of epilepsy.
- ___ ___ 9. Established medical history of mental, nervous, organic or functional disease or psychiatric disorder.
- ___ ___ 10. Clinical diagnosis of hearing or vision problems not correctable by corrective lens or hearing aids.
- ___ ___ 11. Drug habit involving the use of amphetamines, narcotics or other habit forming drugs.
- ___ ___ 12. Current clinical diagnosis of alcoholism.

If answer to any of the above is yes, please explain. _____

I certify that all of the above is correct to the best of my knowledge and I understand that in some instances a physical examination may be required.

Signed

Date

STATE EMPLOYEE VANPOOL PROGRAM

RULES AND REGULATIONS FOR
DRIVER/COORDINATORS AND BACK-UP DRIVERS

The State Employee Vanpool Program will be administered and supervised by the Michigan Department of State Highways and Transportation (hereinafter called "Department"). The Department will:

1. Provide a van to the Driver/Coordinator to transport state employee vanpool members to and from state employee work locations.
2. Assist in forming and maintaining the vanpool at the minimum number of passengers.
3. Render such assistance as may be reasonably required for the functioning of the vanpool.
4. Reimburse the Driver/Coordinator or Back-Up Driver for any out-of-pocket expenses required to operate the vanpool.
5. Provide for insurance, licensing and maintenance of the van.

Driver/Coordinator Responsibilities

The Driver/Coordinator will be responsible for the following in connection with the operation of the van assigned to him:

1. Obtain and maintain a chauffers license as required by state law.
2. Drive the van to and from home or designated storage area and state employee work locations and pick up and deliver state employees who are members of the vanpool.
3. Maintain the vanpool at or above the minimum of nine (9) paying passengers.
4. Arrange for service and fuel and clean the vehicle inside and out as specified by the Department.
5. Train a back-up driver to insure daily operation of the van.
6. Provide a secure place for overnight parking of the van.
7. Keep a record of vanpool operations as specified by the Department.
8. Provide safe, dependable and courteous service to vanpool passengers.
9. Reimburse the Department at the rate of ten (10) cents per mile for personal use.

Back-Up Driver Responsibilities

The Back-Up Driver will be responsible for the following:

1. Obtain and maintain a chauffers license as required by state law.
2. Be available to drive the van and perform other services whenever the Driver/Coordinator is unable to do so.
3. Provide a secure place for overnight parking of the van.

General Rules and Regulations

1. The van is to be operated only by the Driver/Coordinator and Back-Up Driver. Only under emergency conditions will any other person be permitted to operate the vehicle. In this connection, in the absence of both the Driver/Coordinator and the Back-Up Driver, any state employee that is a member of the vanpool may operate the van for pickup and delivery of passengers to and from work if authorized to do so by the Driver/Coordinator and if properly licensed.
2. The van is to carry no passengers to and from state facilities other than state employees.
3. The van, when driven for personal purposes, may carry passengers other than state employees as long as it is not on a regular basis.
4. The van, when driven for personal purposes, may not be used for travel beyond a fifty (50) mile radius of the Driver/Coordinators home without specific advance written permission from the Department.
5. The van is not to be used to carry passengers or freight for hire or for any other purpose involving pay for transportation other than the specific purpose of the state employee vanpool program.
6. The van is not to be used to pull trailers, boats, etc., nor for any purpose requiring the use of trailer hitches.
7. The van is not to be driven over bridges posted for a maximum weight of three (3) tons or less.
8. The van is not to be driven off normal roads or driveways or in any other manner that would expose the vehicle to unsafe conditions.
9. The van is not to be used for out-of-state trips.
10. The van is not to be driven after the consumption of alcohol and/or drugs.

11. The Driver/Coordinator and Back-Up Driver should use reasonable discretion when using the van for personal purposes. For example, the van should not be parked adjacent to bars or taverns or at other locations which might subject the vanpool program or the state to criticism.
12. The Driver/Coordinator or Back-Up Driver shall promptly report any accident involving bodily injury or property damage.
13. Any traffic violations involving the van are the responsibility of the driver. The Driver/Coordinator or Back-Up Driver are to promptly notify the Department when a traffic violation, or series of violations, cause them to have more than six (6) violation points on their Master Driving Record.
14. The Department may dissolve any vanpool which is unable to maintain the minimum number of passengers.
15. The Department reserves the right to decide if personal use of the vehicle is proper and does not become excessive as to type or mileage. A suggested maximum of 3,000 personal miles per year shall be used as a guide in making this decision.
16. The Driver/Coordinator or Back-Up Driver may terminate their responsibilities upon two weeks notice.
17. The Department shall replace the Driver/Coordinator or Back-Up Driver on (a) termination of employment with the State of Michigan, (b) loss of the required state driver's license or (c) failure to abide by these rules and regulations.

I have read these rules and regulations and understand my responsibilities as a Driver/Coordinator or Back-Up Driver. I also understand that participation in the vanpool program is entirely voluntary and is not a condition of my employment with the State of Michigan.

Signed

Date



MICHIGAN
STATE EMPLOYEE VANPOOL PROGRAM



VANPOOLER SURVEY

Dear State Employee Vanpooler:

Please take a few minutes to complete this survey. Your response will assist us in evaluating and improving your vanpool program. Please return this survey through your driver or directly to: Vanpools, Modal Planning Division, Michigan Department of State Highways and Transportation. THANK YOU

PART I: VANPOOL TRIP INFORMATION

1. I am a vanpooler:

10.6 Driver/coordinator
11.0 Back-up driver
78.4 Passenger

2. How many months have you been vanpooling?

<u>26.0</u> One	<u>12.1</u> Four
<u>23.1</u> Two	<u>6.1</u> Five
<u>19.2</u> Three	<u>13.5</u> Six or more

3. Before vanpooling how did you usually commute between home and work?

93.2 Automobile
1.4 Van
3.2 Pickup or other light truck
1.1 Bus
0.0 Taxi
0.0 Motorcycle
1.1 Other (please specify) _____

4. If an automobile, van or light truck was used for this trip was it your vehicle?

55.3 Always
9.5 Never
35.2 Some of the time

5. How many persons, including yourself, normally rode in the vehicle?

<u>48.5</u>	One	<u>11.7</u>	Four
<u>16.8</u>	Two	<u>6.9</u>	Five
<u>11.0</u>	Three	<u>5.1</u>	Six or more

6. Were any of those persons not state employees? 22.2 YES 77.8 NO

7. Does the vanpool pick you up at home? 61.6 YES 38.4 NO

8. If no, how do you get to the pickup point?

<u>13.9</u>	Walk
<u>55.6</u>	Drive by myself and park at pickup point
<u>16.7</u>	Drive or ride with others and park vehicle at pickup point
<u>13.0</u>	Dropped off at pickup point
<u>0.0</u>	Bicycle
<u>0.0</u>	Taxi
<u>0.0</u>	Bus
<u>0.9</u>	Other (please specify) _____

9. If you park at the pickup point, where do you park your vehicle?

<u>17.5</u>	MDSH&T carpool lot
<u>33.8</u>	Shopping center
<u>5.0</u>	Driver's home
<u>1.3</u>	Another passenger's home
<u>42.5</u>	Other (please specify) _____

10. How many miles do you live from the pickup point? AVG. 3.6

11. How many times per week do you normally ride the vanpool?

	<u>To Work</u>	<u>To Home</u>
One	<u>0.0</u>	<u>0.0</u>
Two	<u>1.1</u>	<u>1.1</u>
Three	<u>0.7</u>	<u>1.1</u>
Four	<u>7.1</u>	<u>8.5</u>
Five	<u>91.1</u>	<u>89.3</u>

12. Has the availability of vanpool service affected your decision to buy another vehicle?
28.2 YES 71.8 NO
13. Have you sold, or do you plan to sell, a vehicle as a result of vanpool service?
13.2 YES 87.1 No
14. Have you received a reduction in your personal automobile insurance policy as a result of joining the vanpool program?
21.5 YES 78.5 NO If yes, how much? \$52.00
15. Have you changed your work hours as a result of the vanpool program?
29.3 YES 70.7 NO
16. Compared to your previous method of getting TO WORK (i.e., from home to work station) vanpooling usually takes:
0.7 20+ minutes less time **AVG. 11.0 MIN. MORE TIME**
1.4 10-20 minutes less time
5.4 0-10 minutes less time
19.5 About the same time
19.9 0-10 minutes more time
25.6 10-20 minutes more time
27.4 20+ minutes more time
17. Compared to your previous method of GETTING HOME from work (i.e., work station to home) vanpooling takes:
0.7 20+ minutes less time **AVG. 11.0 MIN. MORE TIME**
2.5 10-20 minutes less time
5.8 0-10 minutes less time
18.1 About the same time
19.5 0-10 minutes more time
24.9 10-20 minutes more time
28.5 20+ minutes more time

18. Why do you like to vanpool? (Check all that apply.)

40.4 Door-to-door service

10.3 Allows me to sell one or more automobiles

11.7 Safer in case of an accident

16.7 Ability to read or work while traveling

29.8 Ability to sleep while traveling

73.4 Conserves gasoline

58.9 Freedom from tension of driving

10.6 More comfortable

7.1 Unable to drive myself

52.1 Save money

2.5 Faster means of travel

28.7 More convenient

54.6 Reliable means of transportation

25.2 Develop new friends

10.6 Other (please specify) _____

19. What do you dislike about vanpooling? (Check all that apply.)

3.2 Problems with other passengers

2.8 Not enough privacy

9.6 Requires different work hours

4.6 Not safe in case of an accident

58.2 Loss of ability to go at any time

25.9 Loss of ability to go directly home or work

9.6 Uncomfortable ride

0.4 Unreliable means of transportation

6.7 Too expensive

8.2 Too slow

13.8 Pickup/delivery time too long

30.9 No means of transportation at lunch hours

11.7 Other (please specify) _____

20. How do you rate the van?

AVG.	BASED ON	4	3	2	1
		Excellent	Good	Fair	Poor
2.90	Ride quality	17.0	59.9	18.8	4.3
2.55	Roominess	14.0	40.9	31.2	14.0
2.16	Entering/exiting	7.1	25.7	42.9	24.3
2.78	Noise level	11.9	59.7	22.7	5.8
2.94	Temperature level	20.1	60.0	14.0	6.1
3.02	Safety	20.1	64.2	13.1	2.6
<u>2.73</u>					

How would you make improvements to the vehicle? _____

21. How do you rate your vanpool driver?

AVG.		Excellent	Good	Fair	Poor
3.76	Dependable	78.1	20.7	0.8	0.4
3.67	Punctual	71.7	24.7	2.8	0.8
3.74	Courteous	76.9	21.1	0.8	1.2
3.58	Driving habits	64.5	29.5	5.2	0.8
3.65	Keeps van clean	68.5	27.9	3.6	0.0
<u>3.68</u>					

If fair or poor, please specify why _____

22. Does your vanpool have an agreement or understanding regarding (check all that apply):

- 7.8 Eating or drinking in the van
- 43.3 Smoking in the van
- 15.3 Temperature of the van
- 9.6 Use of radio
- 58.5 Tardiness
- 56.7 Not riding
- 9.2 Where you sit
- 3.6 Other (please specify) _____

23. Should vanpool administrators establish rules relating to any of the above?

29.5 YES 70.5 NO If yes, please specify _____

24. Prior to vanpooling, did you use public transportation or taxi service?

1.8 Routinely
1.1 Frequently
3.6 Occasionally
93.6 Never

25. Since you have been vanpooling, has your use of public transportation or taxi service:

3.9 Increased
1.7 Decreased
94.4 Remained the same

26. Has other family member use of public transportation or taxi service:

1.4 Increased
0.9 Decreased
97.7 Remained the same

27. Do you intend to continue using the vanpool as your permanent means of getting to work?

93.2 YES 6.8 NO

28. Would you recommend vanpooling to your friends?

98.9 YES 1.1 NO

29. Are there improvements in your vanpool that can be made?

45.3 YES 54.7 NO If yes, please specify _____

30. What other comments or suggestions do you have regarding your vanpool program?

PART II: VANPOOLER INFORMATION QUESTIONS (DO NOT USE YOUR NAME)

1. What is your sex?

39.1 Male
61.0 Female

percent

1.9

LABOR

49.1

CLERICAL

18.3

TECHNICAL

24.7

PROFESSIONAL

6.1

ADMINISTRATIVE

2. How old were you on your last birthday?

38.3 AVERAGE AGE

3. What is your civil service grade level?

AVERAGE SALARY \$15,300

4. What is your civil service job classification?

5. Including yourself, how many persons are there in your household?

9.6 One 20.3 Four
34.0 Two 9.6 Five
18.8 Three 7.8 Six or more

6. Are you a licensed driver?

96.4 YES 3.7 NO

7. How many automobiles, vans or light trucks do you have in your household?

1.1 Zero 15.4 Three
30.8 One 5.5 Four
45.8 Two 1.5 Five or more

Now Available
100%

FINANCING

You Can Benefit
From Our Experience

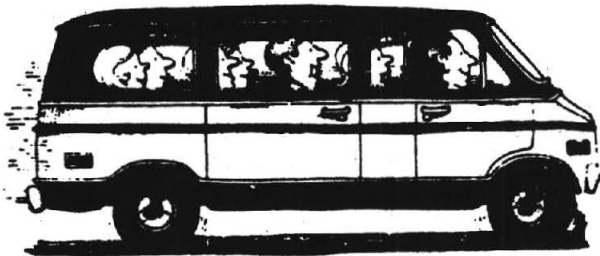
We Will Help You
Get Started in Vanpooling

To Learn How *Easy* it is
Contact Our Loan Officer,
or Call the

**KNOXVILLE
COMMUTER
POOL**

**637-RIDE
(7433)**

Start Enjoying
the Benefits *Today*



The *Knoxville Commuter Pool* is a program of the City of Knoxville in cooperation with the U. S. Urban Mass Transportation Administration and the State of Tennessee Department of Transportation.
Randy Tyree, Mayor, City of Knoxville

on
commuter vans

That's right! 100% Financing on Commuter Vans

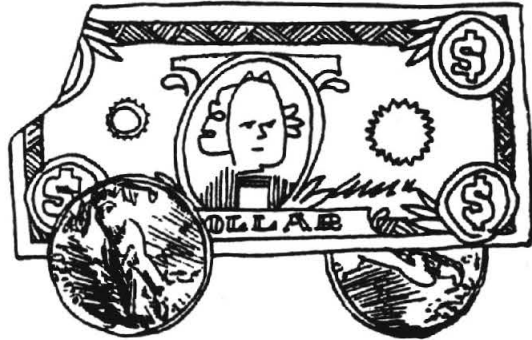
This means that you don't have to make a down payment unless you want to.

How is this possible?

This financial institution firmly believes that vanpooling offers significant advantages to individuals and the community as a whole. Vanpooling conserves fuel and other resources while substantially reducing the cost of commuting to and from work for everyone who participates in the pool.

To encourage and assist members of our community in forming vanpools, we have worked with the Knoxville Commuter Pool to develop a special program for van financing.

You may be qualified for 100% financing through the program, offered by this institution in conjunction with the Knoxville Commuter Pool and the Tennessee Department of Transportation.



Here's how you can qualify:

- * You must reside in the sixteen county area of the East Tennessee Development District (Knoxville and most of upper East Tennessee).
- * Vans financed under this program must have a seating capacity of eight or more.
- * You must be willing to use the van to transport passengers to work from the area where you live. The Knoxville Commuter Pool will assist you in forming and operating your vanpool successfully.
- * You must be a member of the Knox Area Vanpooler's Association. **KAVA** is a special association designed to assist vanpoolers.
- * You must meet the requirements of the lending institution that is financing your van and participating in this program.

Get the facts about this new program and **KAVA!**
Contact our loan officer or call:

THE KNOXVILLE COMMUTER POOL
637-RIDE
(7433)

Driving to work alone
costs more than you think!



Gasoline and
oil are only 1/4
of the cost.

Insurance, tires
maintenance
and depreciation
are 2/3.

Here's how to figure
the cost of driving your car
to and from work:

Adapted from U.S. Dept of Transportation - Federal Highway Administration Statistics

Car Size	Vehicle Cost Depreciated	Maintenance Accessories, Parts & Tires	Gas & Oil (Excluding Taxes)	Insurance	State and Federal Taxes	Total Cost (Per Mile)
Standard	4.5¢	3.7¢	5.5¢	1.7¢	1.6¢	= 17¢
Intermediate	4.2¢	3.4¢	5.3¢	1.6¢	1.5¢	= 16¢
Compact	2.9¢	2.7¢	4.7¢	1.5¢	1.2¢	= 13¢
Subcompact	2.3¢	2.5¢	3.8¢	1.5¢	0.9¢	= 11¢

Car Cost Per Mile x Daily Commuting Miles = Your Daily Cost x Work Days in Month = Total Monthly Commuting Cost

_____ ¢ x _____ = _____ x 21 = \$ _____

**You can save
commuting \$\$\$ by
Ride*Sharing**

WE CAN HELP!

We promote all forms of ride*sharing. For those of you who wish to save money by commuting in a carpool, vanpool, or buspool, or for those of you who desire help in forming your own commuter pool, we will provide the following FREE:

Computer matching service which lists individuals living and working near you who want to ride*share and provides information on buses and vanpools which may serve you,

Assistance in joining an existing commuter pool or in organizing and operating your own pooling arrangement,

Suggestions on the type of commuting vehicle, insurance, and passenger fares,

Help with any other aspects of joining, forming, or operating a commuter pool.

It all adds up to extra CASH for you.

KNOXVILLE COMMUTER POOL

637-RIDE

The Knoxville Commuter Pool is a program of the City of Knoxville in cooperation with the U. S. Urban Mass Transportation Administration and the State of Tennessee Department of Transportation.

Randy Tyree, Mayor, City of Knoxville

You Can Do It, Too!

Like These Knox Area Carpool, Van & Bus Riders



Don Bradley

"It's convenient to ride the bus to work. I can get off near my office."



Phil Russell

"Our van pool has a reserved parking space near the plant entrance. That's really convenient!"

Beverly Gregory

"I feel very secure in the van; we have an excellent driver."

Jackie Hawn

"I don't like the hassle of driving alone, and riding in the van is much more economical."



Charlie Chandler

"My van pool gives my neighbors and me a dependable means of getting to and from work, and it costs everybody less."



Mike Fincham

"I can get some extra sleep on the way in, and my wife doesn't worry about me fighting the traffic alone."

Gale Claxton

"It's convenient and reliable to pool it; we never missed a day in the snow last winter."

Sue Addis

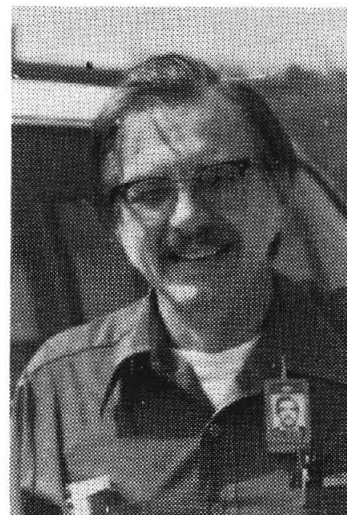
"I enjoy visiting with my friends, and because we ride together, it's a much more relaxing trip."



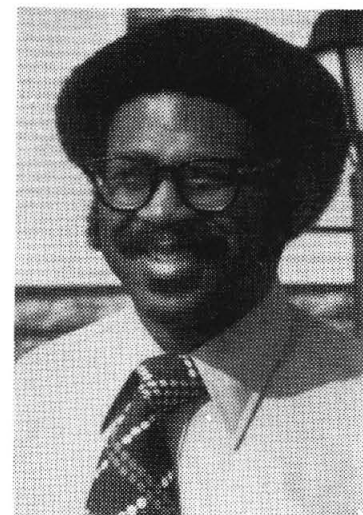
Raymond Buchanan



Paul Armstrong



William Pattison



Charlie Hinton

“We Drive in a Vanpool Because...”

“We drive to work free.”

“I have use of the van for personal/family use.”

“Once I got started, I soon had a full van and a waiting list of riders.”

“I earn \$75 and up each month plus ride to work free.”

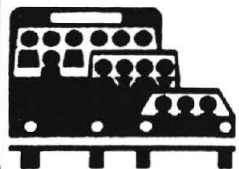
“The KCP provides a back-up van when my van is in for maintenance.”

“We have our own commuting business.”

“I saved 22% on my insurance on my family car.”

“I like knowing the van is well-protected by insurance.”

(see reverse for driver information)



KNOXVILLE COMMUTER POOL 974-6666

VANPOOL DRIVER INFORMATION

Why should you be interested in becoming a Knoxville Commuter Pool van driver? Listed below are just a few of the reasons why men and women have found driving a van both enjoyable and profitable.

Advantages to the van driver:

1. A FREE dependable way to commute to and from work. Here is a financial saving of over \$100 a month over the cost you would have to pay if you commuted alone each day 15 miles one way.
2. Have a new van for your personal use. A driver or spouse may use the Knoxville Commuter Pool van for personal use like they use their own personal car as outlined in the Driver/Coordinator agreement.
3. Can sell your existing commuting car if you wish, which is a very big saving.
4. When the van has in excess of the minimum number of paying passengers (eight in 12-passenger van and nine in 15-passenger van), the driver may, if he wishes, earn extra money for each passenger over minimum by keeping the passengers' fare for his efforts as a driver. This means that for driving a van, you can earn — depending upon the passenger fares — from \$75 to \$125 each month plus have a FREE ride to work.
5. Be able to commute to work in a deluxe, air-conditioned van that is nicer than most commuter cars on the road.

Responsibilities of the Knoxville Commuter Pool to the driver:

1. To be financially responsible for all the maintenance, repairs, tires and taxes on the van; to reimburse the driver for gas and oil the van uses in commuting as well as all appropriate van expenditures made in connection with the lease agreement upon presentation of a valid receipt.
2. To have a backup van available whenever possible for the driver to use when his van is in for repairs.
3. To provide sufficient insurance in order to protect the driver from any personal liability and hold the driver harmless in the absence of their willful and wanton negligence.
4. To make the van available, with the driver's permission, for the use of the backup driver at the same rate and under the same terms as the driver.

Responsibilities of the driver:

1. Maintain a valid driver's license (chauffeur) for operation of van. (To get a chauffeur license, you take the same driver's test as for a regular driver's license.)
2. Drive the van to and from work and pick up riders.
3. Keep the number of paying passengers in the van at a minimum of eight for a 12-passenger van and nine for a 15-passenger van.
4. Be responsible for the collection of fares from riders and turn in to the Knoxville Commuter Pool the required amount of money at the end of the month.
5. Keep a record, satisfactory to the Knoxville Commuter Pool, of the operations, expenses and income of the van. (A one-page monthly report.)
6. Arrange for service and fuel for the van and clean the van inside and out.
7. Train a backup driver to insure daily operation of the van.
8. Supply a secure place "at home" to park the van, preferably a locked garage.
9. Report to the Knoxville Commuter Pool any and all accidents concerning the van. On any chargeable (your fault) accident, you pay the first \$50 of the deductible on the insurance.
10. Do not tow or push another vehicle with the van.
11. The driver will pay for personal miles driven themselves at a rate of 9 cents a mile plus gas; for example, if you drive the van for 5,000 miles a year (personal miles), your only cost would be around \$33 a month plus gasoline.
12. A driver may terminate his driver's agreement by 30-day written notice.
13. The driver and backup driver must take or have taken the National Safety Council Defense Driving Course. This is a two Saturday-morning classroom course given at the University and is provided at no charge to the driver and the backup driver.
14. The driver must make plans for a second way for his passengers to get to work in case the van doesn't start in the morning. (Carpools are suggested.)

State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

SEP 14 1977



March Fong Eu

Secretary of State

826017

**ENDORSED
FILED**

in the office of the Secretary of State
of the State of California

SEP 14 1977

MARCH FONG EU, Secretary of State

By **JAMES E. HARRIS**
Deputy

**ARTICLES OF INCORPORATION
OF**

RIDES for bay area commuters, Inc.

I

The name of this corporation shall be: Rides for bay area commuters, Inc.

II

The purposes for which this corporation is formed under the provisions of the laws of the State of California are exclusively charitable and educational as herein set forth, the specific primary purposes for which it is formed being set forth in sub-paragraph (a) of this Article II:

(a) The specific activity in which the corporation is primarily to engage is providing ride-sharing services and other transportation related services to citizens in the (ten) San Francisco bay area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, and Santa Cruz.

(b) To solicit, collect, receive, acquire, hold and invest money and property, both real and personal, received by gift, contribution, bequest, devise or otherwise; to sell and convert property, both real and personal, into cash; and to use the funds of this corporation and the proceeds, income, rents, issues and profits derived from any property of this corporation for any of the purposes for which this corporation is formed;

(c) To act as trustee under any trust created to furnish funds for the principal objectives of this corporation and receive, hold, administer and expend funds and property subject to such trust;

(d) To purchase or otherwise acquire, own, hold, sell, assign, transfer or otherwise dispose of, mortgage, pledge, or otherwise hypothecate or encumber, and to deal in and with shares, bonds, notes, debentures or other securities or evidences of indebtedness of any person, firm, corporation or association and, while the owner or holder thereof, to exercise all rights, powers and privileges of ownership;

(e) To purchase or otherwise acquire, own, hold, use, lease (either as lessor or lessee), sell, exchange, assign, convey or otherwise dispose of and mortgage or otherwise hypothecate or encumber real and personal property;

(f) To borrow money, incur indebtedness, and to secure the repayment of the same by mortgage, pledge, deed of trust, or other hypothecation of property, both real and personal;

(g) To enter into, make, perform and carry out contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association or corporation, municipality, county, parish, state, territory, government (foreign or domestic) or other municipal or governmental subdivision; and

(h) To do all things necessary, expedient or appropriate to the accomplishment of any of the objects and purposes for which this corporation is formed, and generally to exercise all of its power as are now or may hereafter be conferred by law upon nonprofit corporations under the laws of the State of California.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in such clauses, except where otherwise

expressed, shall be in nowise limited or restricted by reference to or inference from the terms or provisions of any other clauses, but shall be regarded as independent purposes and powers.

Notwithstanding any of the above statements of purposes and powers, this corporation shall not engage in activities which in themselves are not in furtherance of the purposes set forth in sub-paragraph (a) of this Article II.

III

This corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California.

IV

The County in the State of California, where the principal office for the transaction of the business of this corporation is to be located in San Francisco County.

V

The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a Board to be known as the Board of Directors. The names and addresses of the persons who are appointed to act in the capacity of directors until the election of their successors are as follows:

NAMEADDRESS

John Balshaw

1680 Kearny Court
Petaluma, CA 94952

John B. Derby, Jr.

4783 Oak Twig Way
Carmichael, CA 95608

Carter C. Reaves

118 Canon Drive
Orinda, CA 94563

The number and tenure of office of directors, their powers and duties may be fixed or changed from time to time by amendment of the Articles of Incorporation of this corporation, or by amendment of the By-Laws of this corporation duly adopted by the vote or written assent of a majority of the voting members of the Board of Directors.

VI

The authorized number and qualifications of members of this corporation, the different classes of membership, if any, the property, voting and other rights and privileges of members and their liability for dues and assessments and the method of collection of dues and assessments shall be as set forth in the By-laws, provided, however, that any By-law fixing or changing the liability of the members of this corporation for dues and assessments may be adopted, amended or repealed only by the vote or written consent of a majority of the voting members of this corporation.

VII

The property of this corporation is irrevocably dedicated to charitable and educational purposes meeting the requirements for exemption provided by §214 of the California Revenue and Taxation Code. No part of the net income or assets of this organization shall ever inure to the benefit of any director or officer or member thereof or to the benefit of any private persons. Upon dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a non-profit corporation or corporations, fund or funds, or foundation or foundations, which are organized and operated exclusively for

charitable and educational purposes and which have established their tax exempt status under §501(c)(3) of the Internal Revenue Code, and which are qualified for exemption from taxation under §23701(d) of the California Revenue and Taxation Code. If this corporation holds any assets on a trust, or the corporation is formed for charitable purposes, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which the corporation has its principal office, on petition, therefore, by the Attorney General or by any person concerned in the liquidation in a proceeding in which the Attorney General is a party.

VIII

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting, to influence legislation, nor shall this corporation participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

IX

Notwithstanding any other provision in these Articles of Incorporation, the corporation shall be subject to the following limitations and restrictions:

(a) The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by §4942 of the Internal Revenue Code of 1954.

(b) The corporation shall not engage in any act of self-dealing as defined in §4941(d) of the Internal Revenue Code of 1954.

(c) The corporation shall not retain any excess business holdings as defined in §4943(c) of the Internal Revenue Code of 1954.

(d) The corporation shall not make any investments in such manner as to subject it to tax under §4944 of the Internal Revenue Code of 1954.

(e) The corporation shall not make any taxable expenditures as defined in §4945(d) of the Internal Revenue Code of 1954.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporation of this

corporation and the persons named herein as the first directors of this corporation, have executed these Articles of Incorporation this 14th day of September, 1977

John R. Sullivan

Robert H. Hodge

Carl P. Reas

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN FRANCISCO)

On this 14th day of September, 1977,
before me, the undersigned, a Notary Public in and for said
State, personally appeared John Balshaw, John B. Derby, Jr.,
and Carter C. Reaves, known to me to be the persons whose
names are subscribed to the foregoing Articles of Incorporation and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Betty Yamaguchi

(SEAL)

BYLAWS

of

Rides for Bay Area Commuters, Inc.

A Non-Profit Corporation

ARTICLE I

OFFICES

The principal office of the corporation in the State of California shall be located in the City of San Francisco, County of San Francisco. The corporation may have such other offices, either within or without the County of San Francisco, State of California, as the Board of Directors may determine.

ARTICLE II

VOTING MEMBERS

Section 1. VOTING MEMBERS. There shall be one class of voting members of this corporation, composed of five members of the Board of Directors. The class shall only include each of the directors who at the time of the vote of the membership is a voting member of the Board of Directors. Members shall elect the directors at their annual meeting.

Section 2. QUALIFICATIONS. To qualify as a voting member one must be elected to the Board of Directors as provided by these Bylaws.

Section 3. MEETINGS. The annual meeting of the voting members of the corporation shall be held on the first Monday of February each year, beginning with the year 1978, at 2:00 P.M. at the principal office of the corporation. In the event the first Monday of February is a legal holiday the annual meeting shall be held on the first business day following the first Monday, at the time of day and place specified in the preceding sentence. Notice of the annual meeting shall be given in accordance with the requirements of these Bylaws for notice of special meetings of the Board of Directors. For any meeting there shall be at least a quorum of three (3) voting members.

Meetings shall be governed by ROBERTS RULE OF ORDER as such rules are not inconsistent with or in conflict with these bylaws, the Articles of Incorporation of this corporation or with the law.

Section 4. VOTING RIGHTS. Each voting member of this corporation shall be entitled to one vote. Members entitled to vote shall not be permitted to vote or act by proxy.

Section 5. DUES AND ASSESSMENTS. Memberships shall be non-assessable and non-transferrable.

Section 6. DEATH, RESIGNATION OR REMOVAL. Death, resignation or removal of any member as provided by these Bylaws shall automatically terminate the voting membership of such person in this corporation. A successor member shall be elected to fill such a vacancy by a majority of the quorum of the voting members at its regular meeting or at a special meeting called to fill such a vacancy. At the time of his or her election to the membership he or she will immediately be a director on the Board of Directors.

ARTICLE III

NON-VOTING MEMBERS

Section 1. NON-VOTING MEMBERS. There shall be such class or classes of non-voting members as the Board of Directors may from time to time establish. The qualifications, rights, powers, duties and obligations of such non-voting members shall be as provided by the Board of Directors.

Section 2. DUES AND ASSESSMENTS. Memberships shall be non-assessable.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATIONS OF DIRECTORS. The authorized number of directors shall be five (5) until changed by

amendment of the Articles or by a bylaw duly adopted by the voting members.

A candidate for Director of the corporation, either from the public or private sector, shall have certain expertise with respect to transportation, most particularly in the area of mass transportation or ridesharing or both; or have a special interest either as a member of a public interest organization or as an employer or an employee/commuter who has an interest in the successful operation of the corporation.

Section 2. POWERS OF DIRECTORS. Subject to the powers of the members as provided by law, the Articles, or these Bylaws, all corporate powers of the corporation shall be exercised by or under authority of, and the business and affairs of the corporation shall be controlled by, the Board of Directors. Without limiting the generality of the foregoing, the Board of Directors shall have the following powers:

(a) To select and remove any or all of the officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation or the Bylaws, fix their compensation and require from them security for faithful service.

(b) To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with law, with the Articles of

Incorporation or by the Bylaws, as they deem best.

(c) To change the principal office for the transaction of business of the corporation from one location to another within the San Francisco ten Bay Area counties, to wit: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, and Santa Cruz; to fix and locate from time to time one or more subsidiary offices of the corporation within or without the State of California; to designate any place within the San Francisco ten Bay Area counties of California for the holding of any directors or members meetings; and to adopt, make and use a corporate seal and to alter the form thereof from time to time as in their judgment they may deem best, provided such seal shall at all times comply with the provisions of law.

(d) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, and securities therefor.

(e) To establish classes of non-voting members as provides in Article III hereof.

(f) To appoint from time to time ex-officio members with non-voting powers.

Section 3. ELECTION AND TERM OF OFFICE. The directors

shall be elected at each annual meeting of the voting members and shall hold office until their respective successors are elected. A reduction of the authorized number of directors does not remove any director prior to the expiration of his term of office unless the Board of Directors elect to do otherwise.

Section 4. REGULAR MEETINGS. (a) A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of voting members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board. Notice of all regular meetings shall be given in accordance with the requirements of these Bylaws for notice of special meetings of the Board of Directors.

(b) Meetings shall be governed by ROBERTS RULE OF ORDER as such rules may be revised from time to time, and so far as such rules are not inconsistent with or in conflict with these Bylaws, the Articles of Incorporation of this corporation or with the law.

Section 5. SPECIAL MEETINGS. (a) Special meetings of the Board of Directors may be called by or at the request of the President, the Vice-President or any two Directors, who shall fix the place of such special meeting within any one of the ten Bay Area counties set forth in Article IV, section 2(c).

(b) Notice of any special meeting of the Board of Directors shall be given by written notice delivered personally or sent by mail or telegram to each Director at his or her address as shown by the records of the corporation. If delivered personally, notice shall be delivered at least five calendar days prior to the meeting. If sent by mail or telegram, it shall be delivered at least seven calendar days prior to the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by telegraph, such notice shall be deemed to be delivered when the telegram is delivered by the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. An agenda of the business to be transacted at the meeting shall be specified in the notice or waiver of notice of such meeting.

Section 6.- QUORUM. A minimum of three (3) Directors shall constitute a quorum for the transaction of business at any meeting of the Board. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, these bylaws or the

Articles of Incorporation. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Any action required or permitted to be taken by the Board of Directors under any provision of this Article may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 7. MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, these Bylaws or the Articles of Incorporation. Any action required or permitted to be taken by the Board of Directors under any provision of this division may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 8. VACANCIES. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an

increase in the number of Directors, shall be filled by a vote of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. If vacancies occur they may be filled by a majority of the remaining Directors, though less than a quorum, and each Director so elected will hold office until the next annual meeting and until such Director's successor has been elected and qualified.

Section 9. COMPENSATION. Directors shall not receive compensation for their services to the corporation as directors except that the Board of Directors may authorize reimbursement to directors of their expenses, if any, of attendance at regular or special meetings of the Board. This provision shall not prevent payment to any director of reasonable compensation for services rendered to or for the corporation in any other capacity in effecting any of the corporation's purposes as shall be fixed by resolution of the Board of Directors.

Section 10. REMOVAL. A Director may be removed from office, for cause, by the vote of a majority of the Directors.

Section 11. COMMITTEES. The Board may appoint one or more committees, each consisting of one or more directors, and delegate to such committees any of the authority of the Board except with respect to:

(a) The approval of any action for which the General Corporation Law and Nonprofit Corporation Law also requires members' approval;

(b) The filling of vacancies on the Board or on any committee;

(c) The fixing of compensation of the directors for serving on the Board or on any committee;

(d) The amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) The appointment of other committees of the Board or the members thereof.

Any such committee must be appointed by resolution adopted by a majority of the authorized number of directors and may be designated an Executive Committee or by such other name as the

Board shall specify. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

ARTICLE V

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and Treasurer, and such other officers as may be elected or appointed in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers as it shall deem desirable by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. Officers other than the President need not be members of the Board of Directors.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board of Directors

at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Unless his term is terminated earlier by death, resignation or removal as hereinafter provided, each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

Section 3. REMOVAL. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgement, the best interests of the corporation would be served thereby.

Section 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by a majority of the current members of the Board of Directors.

Section 5. PRESIDENT. The President shall be the chief executive officer and general manager of the corporation and has, subject to the control of the Board, general supervision, direction and control over all of the business affairs and the officers of the corporation. The President shall be a member of the Board of Directors, preside at all meetings of the voting members and of the Board of Directors.

Section 6. VICE PRESIDENT. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President, or in the event there be more than one Vice President, Vice Presidents in order of their election or as designated by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be designated by the Board in accordance with the provisions of Article VIII of these Bylaws; and keep and maintain correct, adequate records of business transactions and prepare necessary or needed financial statements or reports as required by law, these Bylaws or the Board of Directors.

Section 8. SECRETARY. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. All of the minutes, records and other documents described above shall be kept at the principal office of the corporation.

ARTICLE VI

Section 1 - Indemnification in Actions By or In the Right of the Corporation. When an agent is sued, either alone or with others, because he or she is or was a director, officer, employee or agent of the corporation in any proceeding arising out of his alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the corporation or by the corporation, indemnity for his reasonable expenses, including attorneys' fees incurred in the defense of the proceeding may be assessed against the corporation, its receiver, or its trustee, by the court in the same or a separate proceeding, if both of the following conditions exist:

- (1) The agent sued is successful in whole or in part, or the proceeding against him is settled with the approval of the court.
- (2) The court finds that his or her conduct fairly and equitably merits such indemnity.

The amount of such indemnity shall be so much of the expenses, including attorneys' fees, incurred in the defense of the proceeding, as the court determines and finds to be reasonable.

(a) Application for Indemnity. Application for such indemnity may be made either by a person sued or by the attorney or other person rendering services to him or her in connection with the defense, and the court may order fees and expenses to be

paid directly to the attorney or other person, although he or she is not a party to the proceeding.

(b) Service of Notice of Application. Notice of the application for such indemnity shall be served upon the corporation, its receiver or its trustee, and upon the plaintiff and other parties to the proceeding.

The court may order notice to be given also to the members in the manner provided in this division for giving notice of members' meetings, in such form as the court directs.

(c) Proceedings Subject to Section. This section applies to all proceedings specified above, whether brought by the corporation, its receiver, its trustee, one or more of its members or creditors, any governmental body, any public official, or any private person or corporation, domestic or foreign.

(d) Right and Remedy Exclusive. The rights and remedy provided by this section are exclusive. The awarding of indemnity for expenses, including attorneys' fees, to parties to such proceedings, whether terminated by trial on the merits or by settlement or dismissal, shall be made only upon order of court pursuant to this section, and shall not be governed by any provision in the articles or bylaws of the corporation or by resolution or agreement of the corporation, its directors, or its members.

Section 2 - Indemnification in Action By Third Parties.

Notwithstanding the provisions of Section 1, the Board of Directors may authorize the corporation to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former director, officer, employee or agent of the corporation in an action brought by a third party against such person (whether or not the corporation is joined as a party defendant) to impose a liability or penalty on such person for an act alleged to have been committed by such person while a director, officer, employee or agent or by the corporation, or by both; provided, the Board of Directors determines in good faith that such director, officer, employee or agent was acting in good faith within what he or she reasonably believed to be the scope of his or her employment or authority and for a purpose which he or she reasonably believed to be in the best interests of the corporation or its members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. This does not apply to any action instituted or maintained in the right of the corporation by a member or holder representing members of the corporation.

Section 3 - Indemnity Insurance. Nothing in this article shall prohibit the corporation from paying, in whole or part, the premium or other charge for any type of indemnity insurance on behalf of any officer, director, or employee or agent against any liability asserted against or incurred by any officer, director, or employee or agent in such capacity. Such indemnity for

liability or loss arising out of his or her actual or asserted misfeasance or nonfeasance in the performance of his or her duties or out of any actual or asserted wrongful act against, or by the corporation shall include, but is not limited to, judgments, fines, settlements, and expenses incurred in the defense of actions, proceedings, and appeals therefrom.

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. CONTRACTS. The Board of Directors may authorize any officers or agents (but in no event less than two officers or agents) of the corporation, in addition to the officers so authorized by these By-laws, to enter into contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. CHECKS, DRAFTS, ETC. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officers or agents (but in no event less than two officers or agents) of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of the such determination of the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or a Vice President of the corporation.

Section 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositaries as the Board of Directors may select.

Section 4. GIFTS. The Board of Directors may accept on behalf of the corporation any contributions, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation shall be kept at the principal office of the corporation and may be inspected by any member, or his or her agent or attorney for any proper purpose at any reasonable time. The books and records of the corporation shall be audited each fiscal year by independent auditors selected by the Board of Directors. Said audit shall be completed within 90 days after the end of the corporation's fiscal year.

ARTICLE IX
FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June of each year.

ARTICLE X
SEAL

The Board of Directors shall provide a corporate seal, which shall be circular in form, and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the word "California."

ARTICLE XI
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Non-Profit Corporation Law of California or under the provisions of the Articles on Incorporation or the By-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII
AMENDMENTS TO BY-LAWS

These By-laws may be amended or repealed and new By-laws

may be adopted by a majority of the authorized Directors at any duly called regular meeting or special meeting, and a by-law fixing or changing the authorized number of Directors may be adopted, amended or repealed only by the vote or written assent of a majority of the voting members of the corporation at any duly called regular meeting or special meeting. Notwithstanding the foregoing, unless notice has been waived, these By-laws may be adopted, amended or repealed at a regular or special meeting only if the notice therefore expressly provides that the adoption, amendment or repeal of these By-laws will be considered at the meeting and describes the amendment or amendments, if any.



FRANCHISE TAX BOARD

SACRAMENTO, CALIFORNIA 95857

TELEPHONE: (916) 355-0392

September 7, 1977

In reply refer to
344:RM:j1/g

RIDES for bay area commuters, Inc.
c/o Tobias Kaye
840 California St., Apt. 35
San Francisco, CA 94108

Purpose: Social Welfare
Code Section: 23701f
Form of Organization: Corporation
Accounting Period Ending: June 30
Organization Number:

Based on your stated purposes and the understanding that your present operations will continue or will be as proposed in your application, you are exempt from state franchise or income tax under the provisions of the Revenue and Taxation Code Section indicated above. Any changes in operation, character or purposes must be reported to this office immediately for consideration of their effect upon your exempt status. You also must report any change in name or address.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 199B (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4-1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to unrelated business income tax under Section 23731 of the Code or taxable income as a result of expenditures for political purposes under Section 23701r of the Code. In the event you have taxable income under Section 23701r, you are required to file Form 200 (Corporation Income Tax Return). Both returns are due by the 15th day of the 3rd month (2-1/2 months) after the close of your annual accounting period.

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 30 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

James H. Giroud
Manager,
Exempt Organization Section

- cc: Secretary of State (Corp.)
- cc: Registrar of Charitable Trusts

Internal Revenue Service
District Director

Department of the Treasury

Date: **AUG 24 1978**

Rides for Bay Area Commuters, Inc.
100 Van Ness Avenue - 19th Floor
San Francisco, CA 94102

SF:EO:78-1141
Employer Identification Number:
94-2447301
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Ends:
June 30, 1979
Person to Contact:
R. Rogers
Contact Telephone Number:
(415) 556-1585

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 170(b)(1)(A)(vi) organization.

P.O. Box 36040, San Francisco, Calif. 94102 (over)

Letter 1045(DO) (6-77)

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Michael A. Finn
District Director

Letter 1045(DO) (6-7)

REQUEST FOR PROPOSAL (RFP)

ENCLOSURE I - PROPOSAL PREPARATION INSTRUCTIONS

A. PROJECT SUMMARY

Rides for Bay Area Commuters (hereinafter called "Rides"), Inc. is proposing to establish a master agreement to be used to cover individual leases between vanpool users and the leasing company, to be chosen by competitive bidding.

B. BACKGROUND

The Corporation is committed to promoting the organization of nonprofit vanpools. Vans will typically be used to transport groups of ten to fifteen commuters, nine to fourteen paying passengers and the driver. The driver/coordinator will drive the van to and from work, picking up or discharging passengers enroute. The van will be stored overnight at the driver's home. The driver receives free transportation and limited personal use of the vehicle in return for service provided. Other passengers pay a fare sufficient to cover leasing, operating, and some administrative costs.

Rides will sign the individual leases and assume financial liability up to a maximum of _____ for all leases signed under the Corporate program. The original master agreement will cover

all such individual leases and Lessor will agree to enter into or execute as many leases as Rides arranges within the ten county Bay Area region.

C. INTRODUCTION

A prime concern of the Corporation in establishing this master agreement is that the organization submitting the Proposal must have the demonstrated ability to fulfill the terms required. The successful fulfillment of the terms required is of the utmost concern to the Corporation because any failure on the leasing company's part may adversely affect the vanpool program.

D. AREAS OF EVALUATION

The areas of evaluation to be used in judging any proposals are as follows:

1. The quality of the offer in terms of both the leasing and management services available.
2. The responsiveness, clarity and completeness of the Proposal with respect to the terms specified in the Scope of Work.

E. EVALUATION CRITERIA

With respect to the above areas of evaluation, the criteria to be used in the review of the proposals are as follows:

1. The capability of the Lessor to provide organizational and ongoing assistance. The availability of qualified personnel to

provide on site assistance regarding program development and problem is desirable.

2. Itemized costs specified by the Lessor, as detailed below.

3. The factor assessed on pre-maturely terminated leases.

F. PROPOSAL REVIEW

Proposals submitted in response to this RFP will be reviewed by the representatives of the Corporation, to be determined by the Board of Directors, and other interested persons who the Board may specify. The Board of Directors will award the contract. The decision on proposals submitted will be made on the basis of the written documentation submitted within the time frame required. The proposals will be evaluated equally on the qualifications of the Lessor, and the cost of such services. The cost estimates and their specifics will be assumed to be firm. All respondents will be notified of the results of the review and selection process. Negotiations with the Lessor selected for this project will then be initiated to prepare a final contract document.

FINANCE LEASE RATE COMPUTATION: STANDARD VEHICLE

DATE _____

VEHICLE MAKE AND MODEL _____

UNIT BASE COST (MANUFACTURER'S INVOICE)¹ \$ _____

FREIGHT \$ _____

DEALER MARKUP \$ _____

CAPITALIZED COST \$ _____

MONTHLY RENTAL² \$ _____

MANAGEMENT SERVICE CHARGE (MONTHLY) \$ _____

INSURANCE: COMPANY AND PREMIUM (MONTHLY) \$ _____

TOTAL MONTHLY RENTAL³ \$ _____

CANCELLATION FACTOR⁴ \$ _____

LOCATION OF PROPOSED SERVICE FACILITIES

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

¹Subject to current year model changes and interest rate increases not less than .25%.

²Based on 50 Month Lease with Residual Value of 15% and Depreciation Value of 1.7%/Month.

³Excluding Budgeted Maintenance and Operating Costs.

⁴Expressed as flat Monthly rate.

FINANCE LEASE RATE COMPUTATION: CONVERSION VEHICLE

DATE _____

VEHICLE MAKE AND MODEL _____	
UNIT BASE COST (MANUFACTURER' INVOICE) ¹	\$ _____
FREIGHT	\$ _____
DEALER MARKUP (INCLUDING CONVERSION COSTS)	\$ _____
CAPITALIZED COST	\$ _____
MONTHLY RENTAL ²	\$ _____
MANAGEMENT SERVICE CHARGE (MONTHLY)	\$ _____
INSURANCE: COMPANY AND PREMIUM (MONTHLY)	\$ _____
TOTAL MONTHLY RENTAL ³	\$ _____
CANCELLATION FACTOR ⁴	\$ _____

¹Subject to current year model changes and interest rate increases not less than .25%

²Based on 50 Month Lease with Residual Value of 15% and Depreciation Value of 1.7%/Month.

³Excluding Budgeted Maintenance and Operating Costs

⁴Expressed as flat monthly rate.

ENCLOSURE II - SCOPE OF WORK

LEASE REQUIREMENTS

Lessor will provide vehicles to all individuals, groups of individuals, or corporations recommended by Rides under the following terms:

A. Scope of Work

1. Fifty month leases with vehicle replacement upon mutually agreeable terms. Rate of depreciation to be set at 1.7% per month.

2. Open-ended lease with residual placed at 15% of manufacturer's invoice price for fifty month lease. Designated drivers shall have right of first refusal in sale of vehicle.

3. Master agreement to be drawn up by Lessor and signed by Rides. Rides assumes financial responsibility for losses resulting when individual leases are terminated and/or transferred (see Sections H and I).

B. Separate agreement to be made between Rides and Driver(s) detailing responsibilities to both parties with respect to leasing agreement.

C. Vehicle Specification

Two alternative sets of specifications are given, one for a standard van and one for a luxury conversion van. Bids are to be submitted for each van, though the conversion van will be ordered only at the Lessee's discretion.

STANDARD VEHICLE SPECIFICATIONS

Vehicles are to include standard or optional factory equipment including, but not limited to, the following. Vehicles are to have at least a 125" wheel-base with a length of at least 201". All vehicles must meet applicable California State emission control standards.

1. Engine, V-8, 350 C.I.D.
2. Transmission, Automatic 3-speed
3. 7700 G.V.W. Package
4. Air Conditioning (front)
5. Air Conditioning (rear) with Auxiliary Heater
6. 60+ Ampere Alternator
7. 33 Gallon Fuel Tank (minimum)
8. Scuff Pads
9. Guage Package
10. AM Radio
11. Wheel Covers
12. Heavy Duty Front Springs
13. Power Steering
14. Two Tone Paint #2, or equivalent; to be selected by Rides
15. Power Brakes (Disc Front - drum rear)
16. Mirrors, rear view inside. Outside R.H. and L.H., Low Mount, swing back (min. 7½" x 10")
17. Battery 12 Volt, 70 ampere H.R., minimum

18. Spare tire and wheel plus cover and lock.
19. Swing out doors
20. 8.75 x 16.5/E 10 ply black sidewall tires
21. Swing Out Windows in Side
22. Tinted Glass Throughout
23. Sound Control Package
24. Maximum Trim Decor Package Available (No 'Captains Chairs' or 'Command Seats')
25. Fifteen passenger seating capacity
26. Seat Belts on All Seats
27. Rustproofing
28. Fire extinguisher (5 lb.)
29. Reflective Emergency Triangle

CONVERSION VAN SPECIFICATIONS

The purpose of these specifications is to provide for the conversion of the preceding standard van, or approved equal. Vehicles must meet all applicable Federal Motor Vehicle Safety Standards. Vans are to have at least a 125" wheelbase with a length of at least 201". All vehicles must meet applicable California state emission control standards.

Vehicles are to include standard or optional factory equipment including, but not limited to, the following:

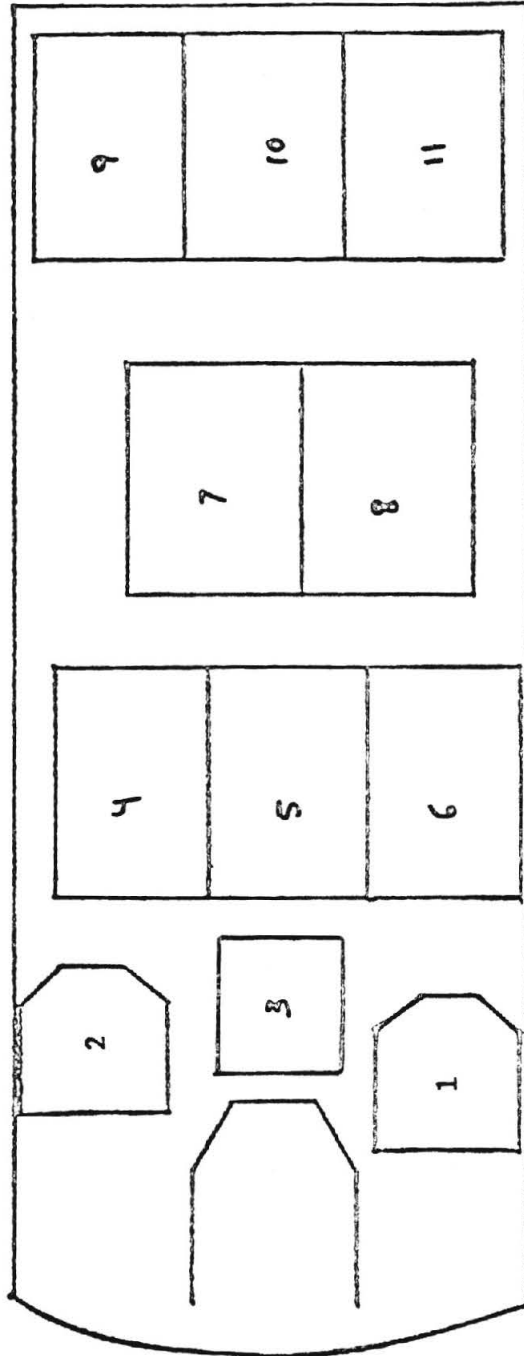
1. Engine, V-8, 350 C.I.D.
2. Transmission, Automatic 3-speed
3. 7700 G.V.W. Package
4. Air Conditioning (front)
5. Air Conditioning (rear) with Auxiliary Heater
6. 60+ Ampere Alternator
7. 33 Gallon Fuel Tank (minimum)
8. Gauge Package
9. AM/FM Radio
10. Wheel Covers
11. Heavy Duty Front Springs
12. Power Steering
13. Swing Out Windows in Sides
14. Two Tone Paint #2, or equivalent; to be selected by Rides
15. Power Brakes (Disc front-drum rear)

16. Mirrors, rear view inside. Outside R.H. and L.H., Low Mount, swing back, (min. 7½" x 10")
17. Battery 12 Volt, 70 ampere H.R., minimum
18. Spare Tire and Wheel
19. Seat Belts on All Seats
20. Dual Side Doors
21. 8.75 x 16.5/E 10 ply black sidewall tires
22. Tinted Glass Throughout
23. Reflective Emergency Triangle
24. Fire Extinguisher (5 lb.)
25. Rustproofing

CONVERSION SPECIFICATIONS

1. Seats. Eleven high backed bucket seats (including driver's seat) with arm rests. Location of seats as per attached sketch. (Alternative seating arrangements subject to approval by lessee.) Each seat to recline approximately 5" and lock in reclined position and upright position. Backrest tapered to approximately 12" width at uppermost point. All seats to have individual seat belts bolted to the floor in accordance with all applicable Motor Vehicle Safety Standards.
2. Floor. The floor shall be covered with minimum 1/2" exterior plywood.

CONVERSION VAN
SEATING ARRANGEMENTS



3. Ceiling. The ceiling shall be covered with minimum 1/4" exterior plywood.
4. Carpeting and Trim. Engine cover and rear wheel housings to be covered with carpeting and properly trimmed. Floor carpeting to be of very high quality material resistant to wear and stain. Ceiling to be carpeted with quality material. Both floor and ceiling carpet to have primary and secondary backing. Side walls and wheel housings completely trimmed and edged with metal trim where appropriate. Rear corner of interior trimmed where spare tire is located by factory. Ceiling carpeting permanently attached to preclude sagging.
5. Insulation. Urethane foam insulation of ceiling, side walls, doors and wheel housings.
6. Spare tire. To be relocated on rear door with cover and lock.
7. Reading lights. Reading lights located in headliner above each passenger position. Each light with individual light switch. Swivel mounted to permit aiming.
8. Side step. Step located at side entrance permanently bolted to frame. Includes open mesh design of steel grating-openings of approximately 1" x 3-3/4". Constructed of 1" deep serrated longitudinal upper edge, with a step surface approximately 8" deep and 40" wide. Step to be located approximately midway between ground surface and first step. Projection from side of vehicle not to exceed the outermost point of body side at beltline.

D. Maintenance and Repair

1. Designation by the Lessor (with approval of Rides) of a minimum of ten qualified service facilities within the region (including Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma counties) to provide prompt and expeditious service and repairs of units. Additional facilities may be designated to be agreed upon by Lessor and Rides. Payments and maintenance expenses are to be made by use of credit cards, or their equivalent, furnished to the drivers by the Lessor. Such costs are to be reimbursed from the maintenance accounts established by the Lessor. Every three months, the Lessor will notify the Lessee as to the monthly payments required to meet estimated maintenance costs during the following three months, as well as to adjust for discrepancies found during the previous three months.

2. The driver will be given authority to charge up to \$75.00 in routine maintenance or repairs, at any one time, without consulting the Lessor. Such bills are to be paid by the use of credit cards, or their equivalent, provided by the Lessor. These charges are to be deducted from the maintenance account of the vehicle.

3. The Lessor will provide service reminders to the Lessee at appropriate intervals.

E. Insurance

Lessor will be responsible for obtaining and maintaining appropriate coverage for all vehicles in the program, including back-up vehicles if needed. Rides may decide to procure insurance independent of the Lessor. Such insurance will be maintained with companies satisfactory to the Lessor. If the Lessor obtains insurance it will be provided at cost to the Lessee with costs paid on a monthly basis. Minimum insurance coverage shall include:

	<u>Limit of Liability</u>
Bodily-Injury	\$500,000/\$500,000
Property Damage	\$50,000
Uninsured Motorist	\$100,000/\$200,000/\$25,000
Comprehensive	ACV
Collision	\$250 deductible
Catastrophe Liability Coverage	\$5,000,000
(Umbrella)	

Once every three months, the Lessor will notify the Lessee as to the monthly payment required to meet estimated insurance costs during the following three months, as well as to adjust for discrepancies during the previous three month period.

F. Operating Costs

The Lessor will provide drivers with credit cards from a major oil retailer, or their equivalent, for use in purchasing gasoline, oil, and other operating costs. Such costs are to be reimbursed from an operating cost account established by the Lessor for the vehicle. Once every three months, the Lessor will notify the Lessee as to the monthly payment required to meet estimated operating costs during the following three months, as well as to adjust for discrepancies during the previous three month period.

G. Taxes, Licenses, and Registration

The payment of fees for taxes, licenses, and vehicle registration will be made by the Lessor. The Lessor will attach license plates on all vehicles. The Lessee will reimburse the Lessor on a monthly basis for these fees, prorating the fees over the length of the lease.

H. Normal Termination of the Lease

When the lease period is up, the Lessor will pick-up the vehicle at a designated point in the region. The vehicle is then sold by the Lessor. Driver will have right of first refusal within 10 days. If the selling price is less than the specified residual value, the Lessee will pay the difference from the funds accumulated in the particular van's maintenance, operating and emergency accounts, in that order. If liabilities extend beyond the held assets of the group, Rides will pay the balance (these payments will be made from a liability account, which will be maintained by Rides; only \$30,000

will be placed in this account). If funds remain, Rides will receive the remaining funds. If a new lease is signed, remaining funds may be transferred to the accounts for the new vehicle.

I. Premature Termination of the Lease

The Driver/Coordinator may take the initiative and provide the Lessor with 30 day notice of premature termination. Copies of this notice are to be transmitted to Rides. In addition, Rides reserves the right to require termination of any lease. They must provide at least a five working day notice to do so.

When notice is given, two choices may be exercised. Under the first choice, the lease may be terminated and accumulated funds in the vehicle accounts will be used to pay any costs owed to the Lessor. Where these funds are inadequate, Rides will reimburse the Lessor from a liability account (the same account used to cover normal termination of leases).

As a second option, Rides may find a new group to assume the unexpired portion of the lease. In exercising this option, Rides may use the liability account to make payments where necessary in the process of reassigning the lease to another group.

J. Use of Vehicle

1. Vehicle to be restricted to commuting trips only, except for personal use by designated driver(s) not to exceed 500 miles per month and beyond a driving radius of 200 miles from the driver's residence.

2. Driver(s) to be designated by Rides and approved by Lessor on the basis of the following criteria:

- a. Age
- b. Driving record
- c. Length of employment
- d. Attendance record
- e. Class "2" license holder (if 12 or more Riders)

K. Monthly Payments

Designated drivers will pay the leasing company monthly. Monthly payments will include rental payments, as well as the fees to be retained by the leasing company. This will include monies for maintenance costs, operating costs, emergency accounts and the service charge for the management services, which are detailed in Section II.

L. Method of Payment

The designated driver is to be responsible for collecting fares from passengers on a monthly basis. The payment (check, money order, or cash) is to be sent by the Driver directly to the Lessor along with appropriate records. Such records will indicate mileage, both business and personal, and itemized

expenses incurred by the unit. Such forms, as necessary will be designed, reproduced and made available by Rides, Inc. Any excess payments are to be placed in a contingency account for the particular vehicle.

II. MANAGEMENT SERVICES

The Lessor will establish a management service which will:

- A. Provide monthly fleet administration report to Rides including, but not limited to, the following information; mileage (business and personal) in previous month and to date; number of fares collected in previous month; itemized maintenance costs in previous month and to date; itemized operating costs in previous month and to date, and total service time (age of lease).
- B. Provide quarterly individual vehicle expense analysis to both drivers and Corporation, with copies as requested, including, but not limited to, the following information: mileage (business and personal) in previous period and to date; itemized maintenance costs in previous period and to date, and itemized operating costs in previous period and to date.
- C. Prior to any changes in costs, notify driver/coordinator and Rides with itemized breakdown of cost changes and reason for it.
- D. Receive payments from Lessee, retaining service and rental charge payments in proper accounts to include:

1. Budgeted maintenance.
 2. Operating expenses.
 3. Insurance.
 4. Contingency.
- E. Provide two nationally recognized credit cards to Drivers to be used for gas, oil and maintenance.
- F. Pay bills as required for all units.
1. Routine and emergency maintenance (to be paid from maintenance account).
 2. Insurance premium (to be paid from insurance account).
 3. Annual registration and tags (to be paid from operating expenses account).
 4. Annual safety inspection to be made by Lessee within 30 days after receipt of vehicle and annually thereafter (to be paid from operating expenses account).
 5. Tire replacements (to be paid from maintenance account).
 6. Gasoline and oil (to be paid from operating expenses account).
- G. Establish itemized contingency account from excess fares to be used in the event of:

1. Sudden loss of revenue.
2. Termination of lease.
3. Subsidize fares at the discretion of group.
4. Residual value not reached after sale.

The nature and extent of this account will be determined by Rides. If necessary, funds in this account can be used by Lessee to cover insufficient monthly payment.

- H. All interest accrued on outstanding contingency accounts established by lessor shall be paid to Rides when declared by the depository bank. Interest remitted to Rides by lessor shall be calculated at the maximum rate permitted to and paid by commercial banks in the State of California and shall be based upon unspent account funds remaining at the end of each month, or as reported by banking institution.

ENCLOSURE III - SUBMISSION REQUIREMENT

A. CONDITIONS

COMMITMENT BY CORPORATION UNDER THIS REQUEST FOR PROPOSAL

This Request for Proposal does not commit the Corporation to pay any costs incurred in the submission of the proposal. Further, the Request for Proposal does not commit the Corporation to pay any costs incurred in anticipation of a contract.

RIGHT TO CANCEL REQUEST FOR PROPOSAL

This Request for Proposal does not commit the Corporation to award a contract. The Corporation reserves the right to reject any and all proposals without cost or detriment to the Corporation. The Contracting Officer is the only individual who can legally commit the Corporation to the expenditure of public funds in connection with the proposed procurement. The Contracting Officer is the representative so designated by the Board of Directors.

AWARD WITHOUT DISCUSSION OF PROPOSALS

The Corporation reserves the right to reject any or all proposals received and to negotiate separately with any Lessor, if such action is considered to be in the best interest of the Corporation.

B. SUBMISSION INFORMATION

DELIVERY OF HAND-CARRIED PROPOSALS

Hand-carried proposals should be delivered to Tobias Kaye, 100 Van Ness Avenue, 19th Floor, San Francisco, no later than the closing date and time specified in the Corporation's cover letter to this Request for Proposal.

SUBMISSION OF PROPOSALS BY MAIL

Lessors shall take care to ensure that proposals or modifications thereto which are submitted through the mails be sent in sufficient time to arrive at the contracting office prior to the time set for receipt of proposals.

LESSOR'S INQUIRIES

Lessor's inquiries may be made to Mr. Tobias Kaye by calling area code 415, 863-9588. However, telephone inquiries made by Lessor must be followed up in writing. Written answers to Offeror's inquiries will be furnished by Corporation only after receipt of written inquiries.

PRE-AWARD SURVEY

Prior to award of the proposed contract, Corporation reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the Lessor, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Corporation to be necessary for the successful performance of the proposed contract.

ORAL PRESENTATIONS

Corporation may require oral presentations from any of the Lessors responding to this Request for Proposal. Lessors will be notified by Corporation of the time, place, and personnel required for such presentations.

DISPOSITION OF PROPOSALS

After award of the proposed contract, one (1) copy of each proposal submitted by each Lessor will be retained by the Corporation in the official contract file and all other copies will be destroyed.

C. TERMINATION OF CONTRACT

1. The contract between the successful bidder and Rides, shall allow for termination by Rides at the end of a twelve month period, provided, however, obligations under existing leases shall continue through term of each lease.

2. The contract shall also provide that Rides reserves the right to terminate the contract for cause at any time.

D. EQUAL EMPLOYMENT OPPORTUNITY

The contractor agrees that he shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, race, creed, age, sex, color or national origin; and further, he shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

ENCLOSURE IV: REPRESENTATION AND CERTIFICATION

1. (a) That Offeror _____ has, _____ has not, employed or retained any company or person (other than a full time bona fide employee working solely for the bidder or Offeror) to solicit or secure this contract, and (b) that Offeror _____ has, _____ has not, paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the bidder or Offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer.

NOTE: If the Offeror, by checking the appropriate box provided therefore in his bid or proposal, has represented that he has employed or retained a company or person (other than a full time bona fide employee) to solicit or secure this contract, he may be requested by the Contracting Officer to furnish with his proposal a Contractor's statement of contingent or other fees for soliciting or securing Contract.

2. (a) That Offeror is _____, is not _____, a small business concern. For the purposes of Rides procurement, a "Small Business Concern" is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in

which it is bidding on contracts, and can further qualify under the criteria set forth in regulations of the Small Business Administration (See Code of Federal Regulations, Title 13, Part 121. 3.8).

(b) If Offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder _____ will, _____ will not, be manufactured or produced by a small business concern in the United States, its Possessions, or the Commonwealth of Puerto Rico.

3. Offeror _____ has, _____ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that Offeror _____ has, _____ has not, filed all required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

RFP Number _____

(Name of Company or Individual)

Date _____

By _____
(Signature)

(Typed, Printed, or Stamped Name)

(Title)

ENCLOSURE IV: CONTINUED

CERTIFICATION OF EQUAL EMPLOYMENT COMPLIANCE

By submission of this offer, the Offeror certifies that, except as noted below, up to the date of this offer, no advice information or notice has been received by the Offeror from any Federal Government Agency or representative thereof that the Offeror or any of its divisions or affiliates or known first-tier subcontractors is in violation of any of the provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program. It is further certified and agreed that should there be any change in status of circumstance certified to above between this date and the date of expiration of this offer or any extension thereof, the Corporation Contracting Office cognizant of this procurement will be notified forthwith.

_____ (Name of Company or Individual)

Date _____ By _____
(Signature)

(Typed, Printed, or Stamped Name)

AGREEMENT

between

RIDES FOR BAY AREA COMMUTERS, INC.

and

VAN AMERICAN NETWORK, INC.

AGREEMENT

This Agreement, made this 7th day of March, 1978, between VAN AMERICAN NETWORK, INC., a Maryland Corporation (hereinafter called "VAN, INC."), and RIDES FOR BAY AREA COMMUTERS, INC. (hereinafter called "RIDES").

WITNESS THAT:

WHEREAS, RIDES has been established to promote the vanpool mode of transportation in the metropolitan San Francisco region; and

WHEREAS, VAN, INC. is experienced in the leasing and maintenance of vans and the administration of vanpools; and

WHEREAS, RIDES desires to sponsor a vanpool project which is to be jointly funded by the California Department of Transportation, the Federal Energy Administration, and the Metropolitan Transportation Commission; and

WHEREAS, VAN, INC. desires to participate in the aforesaid project by providing vans for qualified vanpool groups subject to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of mutual covenants of the parties, it is agreed that:

1. REFERRAL TO RFP

- a. VAN, INC. will lease vans, including back up vehicles, in accordance with the specifications set forth in the RIDES Request for proposal (RFP) dated November 21, 1977, including but not limited to pages 4 and 5. (Finance

Lease Rate Computation, inclusive, and pages 7 through 12, inclusive, a copy of which is attached hereto as Appendix A, and incorporated as a part hereof.) Insofar as the provisions of this Agreement vary from the provisions in the RFP, this Agreement shall control.

- b. VAN, INC. will provide vans as set forth in the RFP, except as specifically modified herein, at costs in accordance with VAN, INC.'s bid proposal dated December 6, 1977, a copy of which is attached hereto as Appendix B, and incorporated by reference as a part hereof.

2. DELIVERY DATE

VAN, INC. will provide vans within ninety (90) days from the date of execution of the Vehicle Lease Order by the driver/coordinator and RIDES.

3. SERVICE FACILITIES

VAN, INC. will designate qualified service facilities within the region with whom they will arrange to provide for prompt service and repair of vans. The cost of services and repairs incurred at the facilities will be paid by the use of credit cards, or other manner of credit furnished by VAN, INC. The service facilities will be located a reasonable distance from the driver/coordinator's home or work locations. If a designated service facility proves unsatisfactory to users, RIDES can exclude that facility, and

VAN, INC. shall provide a substitute service facility. The driver/coordinator cannot expend more than Seventy-five dollars (\$75.00) per month in routine maintenance or repairs without the express permission of VAN, INC., which approval shall not be unreasonably withheld. VAN, INC. will recoup cost of service and repairs through adjustment of the monthly maintenance charges as needed. VAN, INC. will notify the driver/coordinator and RIDES of any changes in the monthly payments for each van required to meet estimated maintenance costs. Driver/coordinator shall not be responsible for charges for work performed under warranty. VAN, INC. will provide service reminders to the driver/coordinator at appropriate intervals.

4. INSURANCE

VAN, INC. will be responsible for obtaining and maintaining required insurance coverage for all standard vans, conversion vans, and back up vans as noted in the RFP. However, RIDES shall have the option, after notifying VAN, INC., to procure the insurance coverage hereinafter required, independent of VAN, INC. If RIDES procures the required insurance instead of VAN, INC., VAN, INC. will then assume responsibility for paying premiums thereon and will be reimbursed from monthly fares. Insurance obtained by RIDES will be maintained with companies satisfactory to VAN, INC. If VAN, INC. procures the insurance coverage hereinafter required, it will be provided at cost to the vanpool riders

and be reimbursed from monthly fares. Minimum insurance coverages shall include:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Bodily Injury	\$1,000,000/\$1,000,000
Property Damage	\$50,000
Uninsured Motorist	\$20,000/\$40,000/\$5,000
Comprehensive	\$100 deductible
Collision	\$100 deductible
Catastrophe Liability Coverage (Umbrella)	\$1,000,000

VAN, INC. will notify driver/coordinator and RIDES of any changes in the monthly payment required to meet estimated insurance costs. If RIDES procures required insurance, it shall require Insurer to immediately notify VAN, INC., in the event the insurance should be materially altered or cancelled. VAN, INC. may secure required insurance protection and be reimbursed for the cost as herein above provided. RIDES and VAN, INC. shall require compliance with all the terms and conditions of the insurance policy, including the immediate reporting of all accidents to VAN, INC. and Insurer, and do all things necessary to protect the other party's rights as a named insured in the insurance policies. All insurance policies covering the vehicle shall be endorsed to protect, as their interest may appear, RIDES, VAN, INC., and any other person having an

interest in the vehicle. Any insurance dividends, rebates, or discounts to VAN, INC. under this Agreement shall be used to reduce monthly insurance costs to the riders. RIDES shall be responsible for all insurance deductibles.

5. PAYMENT OF OPERATING COSTS

VAN, INC. will provide the driver/coordinator with credit cards, and/or approved equivalent, from major oil retailers for gasoline, oil, and other operating costs (see page 14). The costs are to be reimbursed from an Operating Account established by VAN, INC. for each vehicle. VAN, INC. will notify the driver/coordinator and RIDES of any changes in the monthly payments required to meet estimated operating costs. Any changes in fare structure must have prior approval of RIDES. Approval or disapproval of such proposed changes shall be given within ten (10) working days.

6. PAYMENT OF FIXED COSTS

The payment of fees for taxes, licenses, and vehicle registration shall be made by VAN, INC. VAN, INC. will attach valid license tags on all vehicles. VAN, INC. will be reimbursed through monthly charges to vanpool participants prorated over the length of the lease.

7. TERMINATION OF LEASE

Upon termination of a lease, VAN, INC. will take possession of the vehicle from the driver/coordinator at a designated point in the metropolitan San Francisco Region. Upon premature termination (see Definitions, page 14) of a van lease, RIDES may direct VAN, INC. to sell or retain the vehicle in the vanpool program. If RIDES directs VAN, INC.

to sell the vehicle, VAN, INC. shall promptly obtain the highest offer based on competitive bids and notify RIDES in writing of the offer. RIDES shall have the right to approve the offer and approval shall not be unreasonably withheld. All payments due VAN, INC. as a result of any termination shall be due within seven (7) working days after RIDES receives the invoice. The gain or loss on any final disposition shall be the difference between the offer received and the Termination Value of the vehicle, as defined below:

- a. If the lease is terminated prior to the end of the initial term, the Termination Value shall be the Depreciated Value at the end of the initial term as specified in Vehicle Lease Order, plus the product of the Premature Termination Factor times the number of months from the effective date of termination to the end of the initial term, plus the unamortized portion of any annual prepaid license fees and applicable taxes paid by VAN, INC.
- b. If the lease is terminated at the end of the initial term, the Termination Value shall be the Depreciated Value as specified in Vehicle Lease Order, plus the unamortized portion of any annual license fees and applicable taxes paid by VAN, INC.
- c. If the lease is terminated during any extended term, the Termination Value shall be the Depreciated Value

at the end of the initial term less the product of the monthly Depreciation Reserve for the extended term as specified on Vehicle Lease Order times the number of months that have elapsed since the beginning of the extended term, plus the unamortized portion of any annual prepaid license fees and applicable taxes paid by VAN, INC.

- d. If any vehicle is lost, stolen or so damaged that it cannot, in VAN, INC.'s and RIDES' judgment, be economically repaired, the lease with respect to the vehicle shall terminate effective on the date of the loss, theft, or damage. RIDES shall pay VAN, INC. the Termination Value of such vehicle computed as provided in the applicable sub-paragraph above, on the effective date of termination, less the proceeds from any insurance settlement paid to VAN, INC.
- e. RIDES will maintain a Contingency Liability Account. It is agreed by the parties that the liability of RIDES for the termination or default of any and all van leases shall not exceed the balance of funds in the Contingency Liability Account, and in no event shall such liability exceed the aggregate sum of Thirty Thousand Dollars (\$30,000.00). Maintenance and Operating funds shall be first used by VAN, INC. to defray lease deficits which result from the termination of a lease. Thereafter, any remaining lease deficits shall be paid

out of the aforementioned Contingency Liability Account upon the submission of a request for payment by VAN, INC. Any gains resulting from the sale of a vehicle will be transferred to RIDES for use in defraying expenses or to establish a New Vehicle Lease Account.

- f. RIDES and/or VAN, INC. reserve the right for good cause to terminate any vehicle lease. Each party shall provide at least a five (5) working-day written notice to the other party of intention to terminate the lease and give the reasons for termination.

8. USE OF VEHICLE

- a. The vehicle is restricted to commuting trips only, except for personal use by designated driver(s) not to exceed 500 miles per month nor a driving radius of two hundred (200) miles from the driver's residence.
- b. Driver(s) eligible for the program are to be identified by RIDES. From among this pool of eligible drivers, the Insurer will identify acceptable drivers. RIDES will then designate driver/coordinators. Selection standards also apply to the alternate driver(s) of the van. VAN, INC. reserves the right for good cause to terminate any driver/coordinator or alternate driver of the van. Driver operator eligibility criteria include:

- (1) Age (over 25)

- (2) Driving record
- (3) Length of employment (at least 6 months, same employer)
- (4) Attendance record
- (5) Recommendation of employer
- (6) California State Class "2" driver's license or equivalent
- (7) Credit Record
- (8) Any other selection criteria promulgated by the Insurer, lessor, or RIDES.

9. METHOD OF MONTHLY PAYMENT

The driver/coordinator will pay VAN, INC. monthly, in advance. The designated driver/coordinator is to be responsible for collecting fares from passengers on a monthly basis in advance. The monthly passenger fare rate for each vehicle will normally be calculated by dividing the total monthly payment by the number of passengers, excluding the driver/coordinator. The payment (check or money order) is to be sent by the driver/coordinator directly to VAN, INC., along with appropriate records. The records will indicate mileage, both business and personal, and itemized expenses incurred by the van. Forms, as necessary, will be designed, reproduced and made available by RIDES. The driver/coordinator's personal use payments and any other excess payments are to be placed in the Operating Account (see Definitions, page 14) for the particular vehicle.

Personal use payments shall be determined by VAN, INC. and RIDES.

10. FARE RATE STRUCTURE

The monthly rate for each vehicle will include lease payments, tags and taxes, prorated insurance, operating costs, service charges, and registration. In computing the lease payments, the parties recognize that interest rates and manufacturer's published prices may vary from time to time. In the event interest rates charged to VAN, INC. for vans purchased under this program fluctuate during the period of this contract by one-half per cent (0.5%) or more, either plus or minus, lease rates may reflect such changes. The interest rate at time of delivery of a new van shall govern any lease rate amendment. In the event manufacturer's published prices change within the period of this contract, either up or down, the lease rate for future orders may be amended to reflect such change. The rate change to be effected will be on the ratio of 2.8% of the price increase or decrease. (Example: Manufacturer's published increase is One Hundred Dollars [\$100.00], the net increase will be Two Dollars and Eighty Cents [\$2.80] per month.) Once a vehicle has entered lease service, the lease interest rate will remain constant for the full term of the lease for that vehicle.

11. MANAGEMENT SERVICES

VAN, INC. will establish a management service which will:

- a. Provide to RIDES a monthly Fleet Administration Report for each vehicle including, but not limited to, the following information: mileage (business and personal) in previous month and to date; number of fares collected in previous month; itemized maintenance costs in previous month and to date; itemized operating costs in previous month and to date, and total service time (age of lease).
- b. Pay bills as required for all units:
 - (1) Routine and emergency maintenance
 - (2) Insurance premium
 - (3) Annual registration and tags
 - (4) Tire replacements
 - (5) Gasoline and oil

12. AUDIT

VAN, INC. shall permit authorized agencies of the United States Government and the State of California to have access to all data, records, and other information pertinent to the performance of this Contract, for purposes of inspection and audit.

13. RIDES CHARTER

VAN, INC. specifically recognizes RIDES to be an independent corporation chartered under the laws of the State of

California and further recognizes it not to be an arm, agency, or instrumentality of the State of California, its Counties or Municipalities, nor of the United States Government, nor the departments or agencies thereof.

14. TERMINATION

This Agreement may be terminated by either RIDES or VAN, INC., by providing not less than ninety (90) days prior written notice to the other party. In the event that this Agreement is terminated for any reasons, all monies remaining in all Vehicle Maintenance, Operating and Insurance Accounts pertaining to vehicles leased under this Agreement shall remain in the custody of VAN, INC., until the lease of the last vehicle shall have terminated. When final settlement of all accounts has been accomplished, all monies, including accumulated interest, if any, shall be transferred by VAN, INC. to the custody of RIDES.

15. ASSIGNMENT OF INTEREST

Neither this Agreement, nor any interest herein, may be assigned by VAN, INC., except to Chrysler Credit Corporation, or by RIDES, without the prior written consent of the other party. Neither party shall unreasonably withhold its consent to an assignment. VAN, INC. represents to RIDES that in consideration of and as security for financing accommodations extended by Chrysler Credit Corporation to VAN, INC., that VAN, INC. intends to assign to Chrysler Credit Corporation all of its rights, title, and interest in this Agreement and

all accounts mentioned therein, but that such assignment shall be effective only upon a default by VAN, INC., under such financing accomodation. RIDES hereby acknowledges and agrees to such assignment.

16. AGREEMENT COVERAGE

This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns. This Agreement, together with Appendix A, the RFP, except as specifically modified herein, and VAN, INC.'s Bid Proposal attached hereto as Appendix B, Vehicle Lease Orders, and Driver/Coordinator Lease Agreements executed by RIDES, the driver/coordinator, and back up driver/coordinators and accepted by VAN, INC. pursuant to this Agreement, attached hereto as Appendix C, and the FHWA compliance with Title VI, Civil Rights Act Requirements, attached hereto as Appendix D, constitutes the entire Agreement between the parties hereto. Neither this Agreement, nor any of the documents incorporated by reference as part of the Agreement, may be amended or altered in any manner, except in writing, signed by both parties. No forbearance to exercise any rights under this Agreement or waiver of any breach of its terms shall be construed as a waiver of any such terms, or rights; but the same shall continue in full force as if no forbearance or waiver had occurred. Any notice given by one party to the other under this Agreement shall be given in writing at the address of the other party set out in the Driver/Coordinator Vehicle

Lease Order, or at such other address as may have been furnished in writing.

17. LAW TO GOVERN

This Agreement shall be interpreted under and governed by the laws of the State of California. If any provision of this Agreement or the application of any provision hereof or the application of any provision to any person or circumstances is held invalid or unenforceable, the remainder of the Agreement and its application shall remain valid and enforceable.

DEFINITIONS

Operating Expenses

variable expenses including maintenance incurred in the normal operation of a van, such as gas, oil, lubrication, and other such ordinary expenses commonly incurred in the use of a motor vehicle.

Premature Termination Factor

the normal monthly depreciation amount plus a premature termination penalty of 15% of that figure.

Example: Using actual data from RFP

\$8462.00 - original cost of van

X 1.7% - monthly depreciation
per cent

\$ 143.85 - monthly depreciation
amount

X 15% - premature termination
penalty per cent

\$ 21.58 - premature termination
penalty amount (Monthly)

\$143.85 - monthly depreciation
amount
+ 21.58 - premature termination
penalty

\$165.43 - premature termination
factor (Monthly)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT.

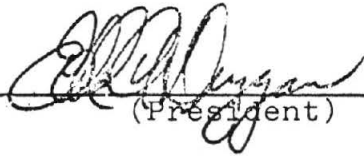
RIDES, INC.

VAN AMERICAN NETWORK, INC.

(A California Corporation)

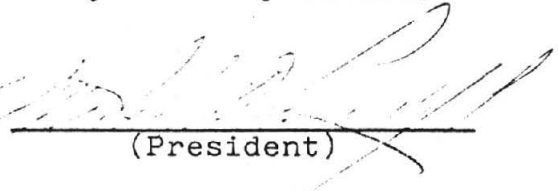
(A Maryland Corporation)

By



(President)

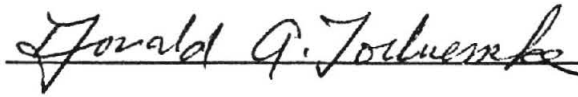
By



(President)

Attest:

Attest:





Seal

Seal

DRIVER CHECK LIST

1. MATCH APPLICATIONS
2. BLUE CARD
3. CALL DRIVER (DMV INFO)
4. BACK UP DRIVERS ?
- * 5. DRIVER PACKET MAILED (PROSPECTIVE)
6. DRIVER PACKET RECEIVED (DMV INFO)
7. SCHEDULE MEDICAL EXAM
8. SCHEDULE GROUP MEETING
- ** 9. DRIVER APPLICATION(S) APPROVED (RIDES)
10. DMV CHECK
11. APPLICATIONS TO VAN, INC.
12. MEETING WITH GROUP
13. BUILD SIZE OF GROUP
14. OBTAIN MEDICAL CERTIFICATE
15. SEND RECEIPT
16. PICK UP 'LOANER' VAN
17. DMV CLASS II & III EXAM
18. CONFIRM DEALER PREP.
19. CLASS II LICENSE CONFIRMED
20. RIDER START-UP COMMITMENT
21. DEPOSITS RECEIVED
22. SCHEDULE PICK-UP OF VAN
23. ASSIGN GROUP # & MILEAGE
24. INITIALIZATION FORM (SUBSIDY)
25. FARES COLLECTED BY DRIVER
26. SIGNED LEASE AGREEMENT (BACKUP)
- *** 27. HAND DRIVER MATERIALS (STARTING)
28. DRIVER APPROVED (BACKUPS) BY VAN, INC.
29. PICK UP VAN
30. DELIVERY RECEIPT & KEY TO RIDES
- **** 31. FORMS & CHECK TO VAN, INC.
32. FIRST DAY (MILEAGE)
33. DRIVER & BACKUPS APPROVED

*Items listed on supplement sheet

SUPPLEMENT SHEET

* 5. DRIVER PACKET MAILED

BROCHURES
FACT SHEETS
PRICE SHEET(S)
DRIVER APPLICATIONS
CLASS II MEMO (MED. FORM ATT.)
DMV BOOKLET(S) (II & III)
DRIVER AGREEMENT
VAN LAYOUT & SPECS.
BUSINESS CARD

**** 31. FORMS & CHECK TO VAN, INC.

CHECK/MONEY ORDER
INITIALIZATION FORM
LEASE AGREEMENT
VEHICLE LEASE ORDER
DELIVERY RECEIPTS (2)

** 9. DRIVER APPLICATION(S) APPROVED (RIDES)

INFORMATION COMPLETE
25 + YEARS OLD
1 + YEARS EMPLOYMENT
OFF STREET PARKING
ACCIDENTS, REJECTIONS
MISCELLANEOUS

*** 27. HAND DRIVER MATERIALS

POSTAGE PAID ENVELOPE TO RIDES & VAN, INC.
DRIVER AGREEMENT
VEHICLE LEASE ORDER
INITIALIZATION FORM
MEMO ON MONTHLY EXPENSE REPORT
SEVERAL BLANK MONTHLY EXPENSE REPORTS
EXTRA MEDICAL FORMS, CARDS, MEMOS, & APPLICATIONS
CHRYSLER FLEET I.D. CARD
VANGARD
VANPOOL RIDER LISTS (2)
2 BUBBLE MIRRORS
DRIVER HANDBOOK
INSURANCE ENVELOPE
TIRE GAUGE AND TIRE MEMO

RIDES FOR BAY AREA COMMUTERS, INC.

DRIVER/COORDINATOR APPLICATION

Commuter group no. _____

BACKUP DRIVER APPLICATION

Unit No. _____

Lease No. _____

Applying as:

PLEASE USE BLACK INK
COMPLETE EVERY LINE

_____ Driver/Coordinator _____ Backup Driver

1. PERSONAL INFORMATION

Name _____
 full first full middle full last

Address _____
 no. & street city zip

Nearest Cross Street _____ County _____

Home phone area() _____ Work Phone area() _____

Age _____ Date of Birth _____ Sex _____ Social Security No. _____

How long have you lived at your present address? _____

Marital status (please check one):

_____ Married _____ Single _____ Widow(er) _____ Separated _____ Divorced

If married, is your spouse residing with you? _____yes _____no

2. EMPLOYMENT INFORMATION

Job Title _____

Employer's name and address _____

Supervisor's name _____ Phone _____

Years with this employer _____

How much daily or overnight travel and/or overtime does your job require?

Usual reporting time _____ Usual leaving time _____

How many miles is your daily commute? (round-trip) _____

3. DRIVING RECORD

California operator's license number _____
(Indicate any restrictions on the attached Supplement.)

How long have you been licensed to drive autos? _____

How long have you had a California operator's license? _____

Is yours a Class 2 (truck and bus) license? _____yes _____no

Are you experienced in auto repair? If so, to what extent? _____

What type of off-street space can you provide for overnight van parking?

How many cars do you own? _____

Name of Automobile Insurance Company and policy number _____

Answer Yes or No; give details to "Yes" answers on Supplement.

- a) Has any insurance company or companies ever refused, canceled, refused to renew, or given notice of intention to cancel or refuse any automobile insurance to you? _____
- b) Have you ever had your automobile driver's license, or privileges, suspended, revoked, or refused? _____
- c) Do you have a condition which may or does result in physical or mental impairment? (Examples, but not limited to: sight in one eye only, missing limbs, deafness, paralysis, convulsive or seizure disorder, epilepsy, blackouts, diabetes, heart disease, etc.) _____
- d) Have you been convicted of driving while intoxicated or under the influence of drugs? _____
- e) Have you been required by any state to file evidence of Financial Responsibility (SR-22)? _____
- f) In how many motor vehicle accidents of any type or any cause have you, either as an owner or operator, been involved during the past five years? (Give full details, including approximate dates, time of day, etc. on Supplement.) _____
- g) Indicate all driving violations or citations (other than parking) in which you have been convicted, forfeited bail or paid any fines, during the past three years. (Give full details, including approximate dates, on Supplement.) _____

Describe how you expect to use the van for your personal driving. _____

4. CREDIT STATEMENT

You are notified, pursuant to the Fair Credit Reporting Act, that your application may be submitted to our leasing company, Van American Network, Inc. (VAN, Inc.). The undersigned (1) makes the above representations, which are certified correct; (2) authorizes VAN, Inc. to gather whatever credit information it considers necessary and appropriate, and also authorizes VAN, Inc. to give information concerning this transaction to Rides and/or Chrysler Credit Corp; (3) understands that Rides will retain this application whether or not it is approved.

Signature _____ Date _____

Rides For Bay Area Commuters, Inc. 100 Van Ness Ave.
San Francisco, CA 94102, (415) 863-9588

DCA-2
05/78

DRIVER DATA SHEET SUPPLEMENT

NAME OF DRIVER _____

1. **License restrictions.** Why is your license restricted? _____

2. **Previous Cancellations, Refusals, or Non-renewals.**

Name of Company: _____ Policy # _____
 Dates: Cancelled _____ Reason: _____
 Refused _____
 Non-renewed _____

3. **License Suspension or Revocation**

DATE	TIME	LOCATION (City and State)	OPERATOR (Name & Relationship)
	A.M. P.M.		
CONVICTIONS		DURATION	SR-22 NEEDED <input type="checkbox"/> Yes <input type="checkbox"/> No
CIRCUMSTANCES:			

4. **Medical Condition.** Give full details

Name or Nature of Condition _____ Date of Onset or Last Attack _____
 Yrs. Driving with Handicap _____ Driving Aids _____
 Drugs or Medication _____
 Effect on Driving Ability _____

Describe Accident # 1

DATE	TIME	DRIVER	VIOLATION (TYPE)	WHO WAS AT FAULT
BODILY INJURY <input type="checkbox"/> YES <input type="checkbox"/> NO		DAMAGE TO YOUR VEHICLE <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ _____		DAMAGE TO OTHER PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ _____
DESCRIPTION				

Describe Accident # 2

DATE	TIME	DRIVER	VIOLATION (TYPE)	WHO WAS AT FAULT
BODILY INJURY <input type="checkbox"/> YES <input type="checkbox"/> NO		DAMAGE TO YOUR VEHICLE <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ _____		DAMAGE TO OTHER PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ _____
DESCRIPTION				

VIOLATIONS

A	DATE	TIME	A.M. P.M.	LOCATION (City and State)	
	CONVICTIONS (Not indicated in Section 4)			IF SPEEDING:	AMOUNT OF FINE
	REMARKS (May be continued on separate sheet)			Legal Limit: m.p.h. Appl. Speed: m.p.h.	NO. OF PTS ON LICENSE
B	DATE	TIME	A.M. P.M.	LOCATION (City and State)	
	CONVICTIONS (Not indicated in Section 4)			IF SPEEDING:	AMOUNT OF FINE
	REMARKS (May be continued on separate sheet)			Legal Limit: m.p.h. Appl. Speed: m.p.h.	NO. OF PTS ON LICENSE

OTHER:

Vehicle Identification Number _____ Lease Number _____

Signature _____ Date _____



FOR BAY AREA COMMUTERS, INC.

VANPOOL MONTHLY EXPENSE REPORT Calendar month _____ 19__

Driver's name _____

Lease number _____

Signature _____

Commuter group number _____

Date _____

License plate number _____

	Date	Odometer	Gas gals.	Gas** amt.	Oil qts.	Oil** amt.	Parts and service** (describe)	Amount paid by driver	Amount charged to VAN, Inc.
1				\$		\$		\$	\$
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
Totals				\$		\$		\$	\$

**PLEASE ATTACH RECEIPTS FOR ALL EXPENSE ITEMS

Total commute fare due \$ _____

Less gas, oil and parts paid by driver - \$ _____

Personal and other use miles (max. 500) _____ *

Less 100 miles for washing van _____

Equals miles charged at \$0.12 (if * is over 100) _____ x 0.12 + \$ _____

Total due VAN, Inc. \$ _____

- Checks from riders due driver on 25th of each month.
- Complete and mail this form on 31st of each month to: Van American Network, 615 Hyde Road, Silver Spring, MD 20902; along with a Cashier's check or money order payable to VAN, Inc.
- Form and check due by 5th of each month to avoid late charges.

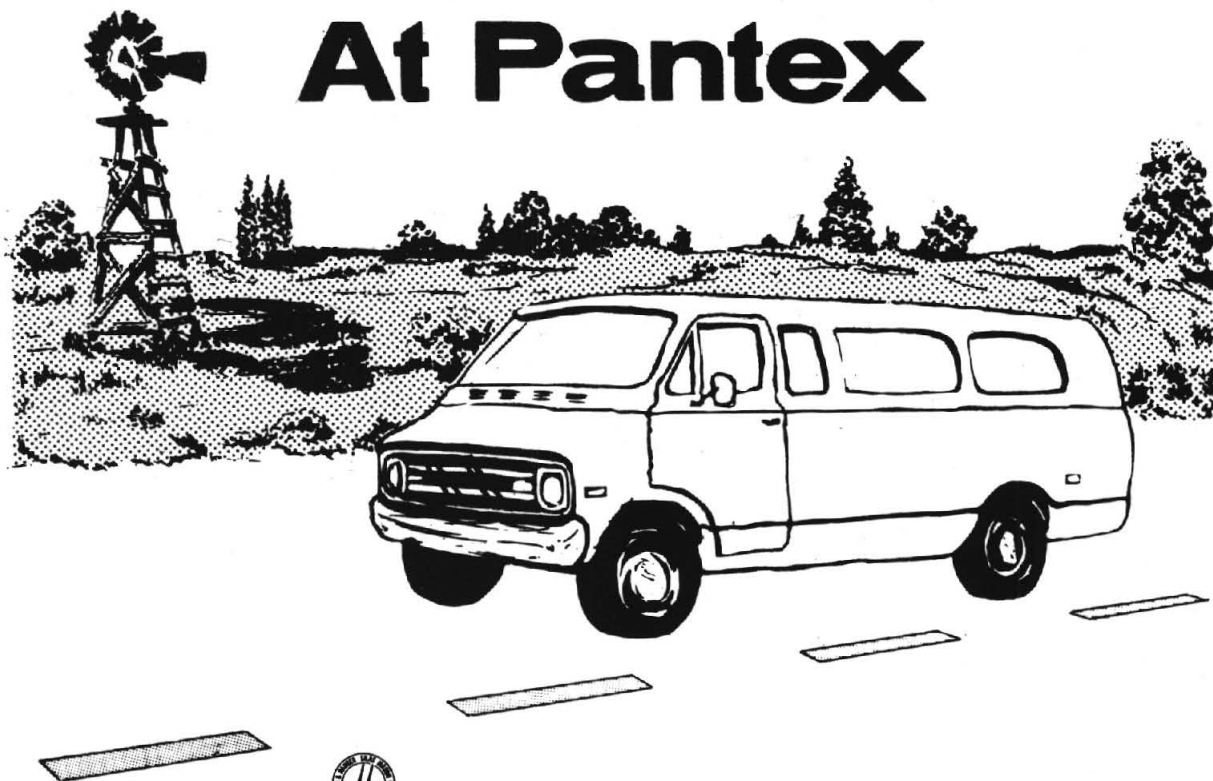
ADDITIONAL COMMENTS: _____

Beginning odometer reading _____ Driver/Coordinator _____

Date	End-of-day Odometer Reading	Total Miles	Commute & Maintenance Miles	Personal & Other Miles	Regular Riders														Occasional										
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19						
1																												1	
2																													2
3																													3
4																													4
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31																													31

Total _____

Owner-Operated VANPOOLS At Pantex



VANPOOLING



Nation's Vanpooling Association

PANTEX PLANT
AMARILLO, TEXAS

April 1979

Get With It, AMERICA!

VANPOOL



CONTENTS

PAGE:

1	VANPOOLING - WAY OF COMMUTING THAT WORKS	6	SUGGESTED RULES FOR A GOOD VANPOOL	10	REGISTERING YOUR VAN
2	VANPOOLS SAVE MONEY	7	ORGANIZING YOUR VANPOOL	11	INSURING YOUR VANPOOL
3	ADVANTAGES TO VANPOOLING	8	SUGGESTED GUIDELINES FOR OPERATING YOUR VANPOOL	12	VANPOOL MONEY RETURN
4	OWNER/OPERATED VANPOOLS	9	FINANCING YOUR VANPOOL	13	VANPOOL RECORDS
5	COMPANY SUPPORT FOR VANPOOLING PROGRAM			14	VANPOOL PLANNING CHECK LIST

VANPOOLING - WAY OF COMMUTING THAT WORKS

Presently over 400 of your co-workers commute daily to their jobs here at Pantex via a new approach in transportation called vanpooling.

We are all concerned with saving energy, reducing traffic congestion, and curbing the air pollution problem. To help alleviate these problems and more, here is what Pantex Vanpooling is doing.

Pantex's 31 vanpools save more than 245,000 gallons of gasoline annually. Passengers are assured a reserved seat and reliable door to door service. Highway traffic to and from Pantex has been reduced by some 300 automobiles. For the owner/operator, vanpooling provides a free ride to work and the personal use of the van during free time.

At its present rate of expansion, Pantex Vanpooling will be the way to go for over 500 of your friends by the end of 1979.



VANPOOLS SAVE MONEY

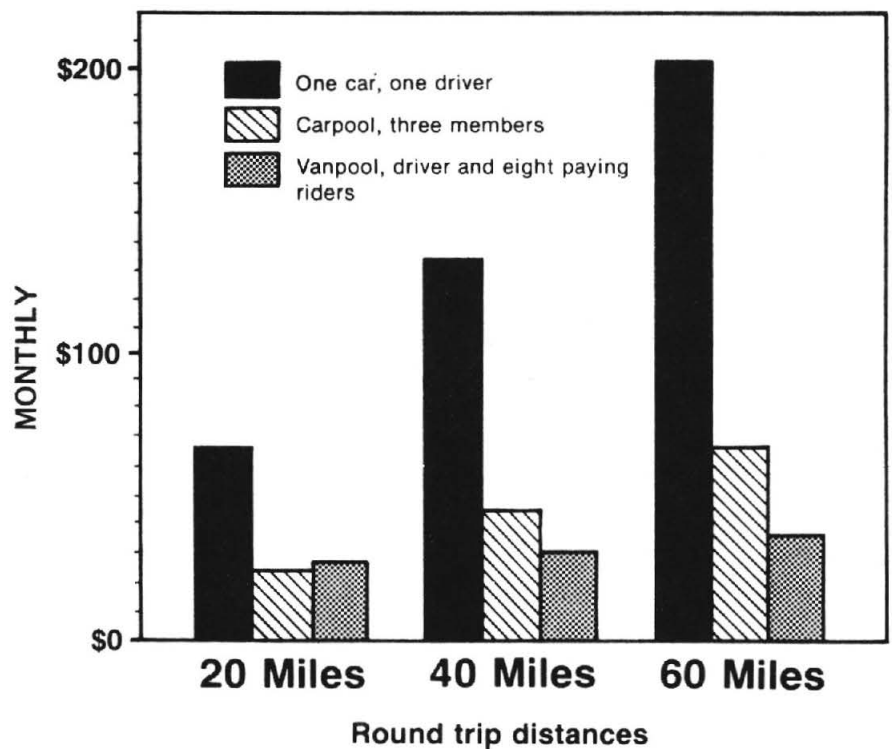
As you can see, Vanpools begin to save money at commuting distances of about 30 miles roundtrip.

At longer distances, the advantages for vanpools increase dramatically. The average roundtrip distance from home to work at Pantex Plant is 60 miles.

TYPICAL PER-MONTH
COMMUTING COSTS:*

One car, one driver
Carpool, three members
Vanpool, driver and eight
paying riders

Vanpools are growing rapidly in numbers, because riders like what they offer: *substantial dollar savings and convenience.*



*University of Tennessee, December 1977

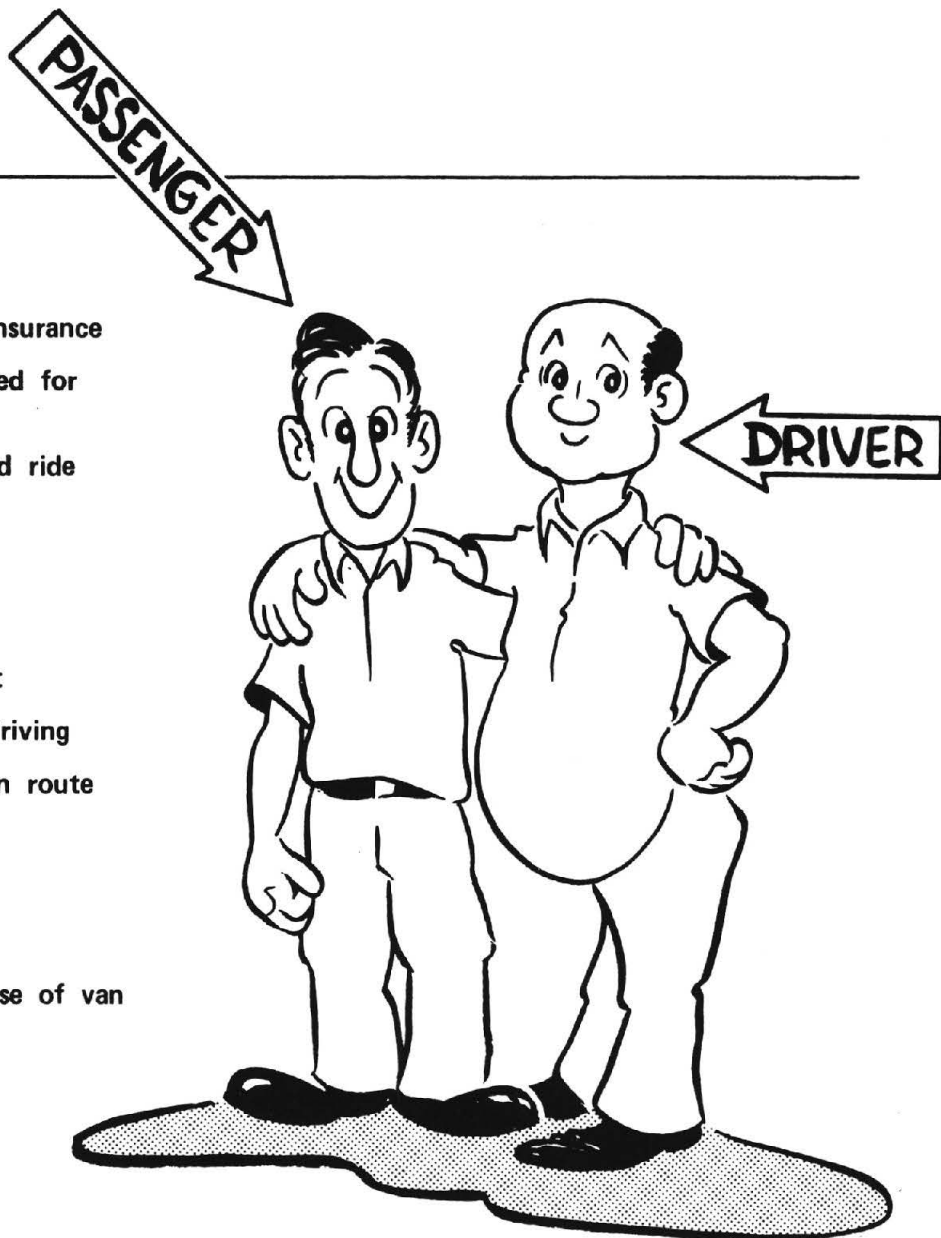
ADVANTAGES TO VANPOOLING

— PASSENGER ADVANTAGES

- Economical commuting
- Possible reduction in car insurance
- Possible large savings if need for second car is eliminated
- Comfortable, air-conditioned ride
- Guaranteed seating
- Express service
- Dependable on-time arrival
- Door-to-door ride for most
- An end to the strain of driving
- Chance to read or sleep en route

— DRIVER BENEFITS

- Free commuting
- Ownership and free-time use of van

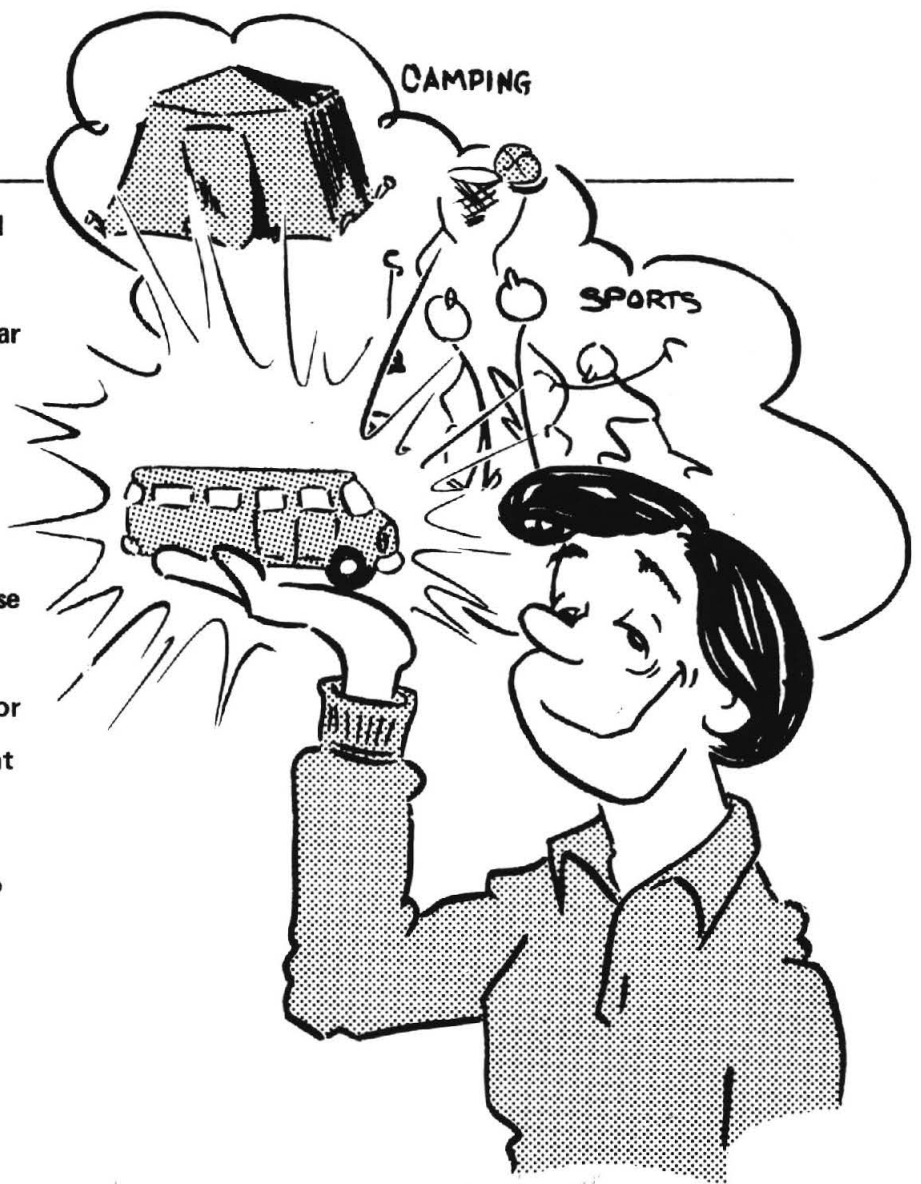


OWNER/OPERATED VANPOOLS

Owner/operated vanpools can be operated by individuals on a nonprofit basis. Such is the case at the Pantex Plant, near Amarillo, Texas, where 31 vanpools are serving commuting employees. Each Pantex van is owned by the operator; riders are charged only break-even costs. Mason & Hanger support has helped these vanpools succeed, while ownership and personal use of the van gives the operator strong motivation to take on management details of the vanpool.

Owner/operated vanpools come closest to the idea of:

"the least management is the best."



COMPANY SUPPORT FOR VANPOOLING PROGRAM

1. Vanpool Coordinator
2. Publicity
3. Ride Match Service
4. Information

The Vanpool Coordinator at Pantex Plant helps prospective vanpoolers and owner/operators by:

- A. Furnishing guidance and information on financing, insurance and the type of vehicles in use by other vanpools.
- B. Providing the names of employees who have expressed a ride interest.
- C. Assisting in the preparation of a rider prospect list.
- D. Furnishing guidance on a vanpool record system including suggested forms, etc.



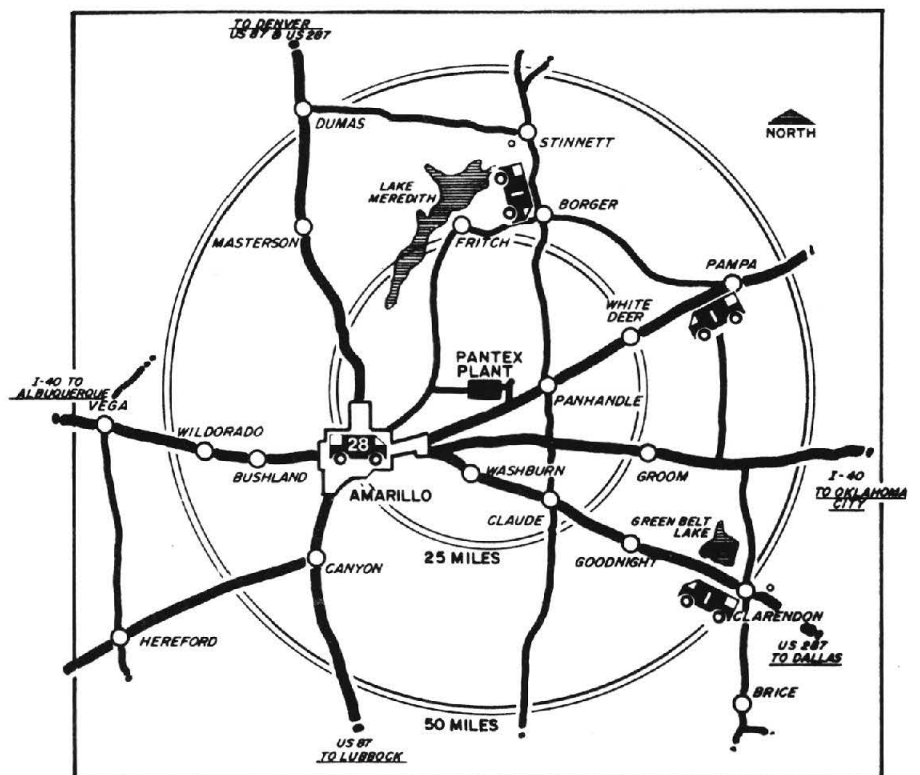
SUGGESTED RULES FOR A GOOD VANPOOL

FOR A SUCCESSFUL VANPOOL, YOU NEED:

- *Enough participants to meet the costs of the vanpool.* For a 12-passenger van, that usually means the driver plus nine riders (for a total of ten vanpoolers).
- *Commuting distance of about 30 miles or more, roundtrip.*
- *Common residence area.* Vanpoolers should live in the same neighborhoods; or in the same community.
- *Reason:* The vanpool driver must be able to pick up the riders quickly without excessive detouring.

PANTEX EMPLOYEE VANPOOLS

(AS OF FEBRUARY 1979)



ORGANIZING YOUR VANPOOL

Setting up a vanpool involves the following:

- *Getting the people together*
 - Finding and signing up vanpool members.**
 - Matching residence and job locations to determine the most reasonable commuting routes.**
 - Reaching agreement with vanpool members on practical operating rules for your van.**
- *Committing your money*
 - Buying your van**
 - Buying insurance**
- *Getting your money back*
 - Calculating costs**
 - Establishing rider fares**
- *Documenting your vanpool operation*
 - Establishing vanpool management regulations.**
 - Establishing the record-keeping system.**

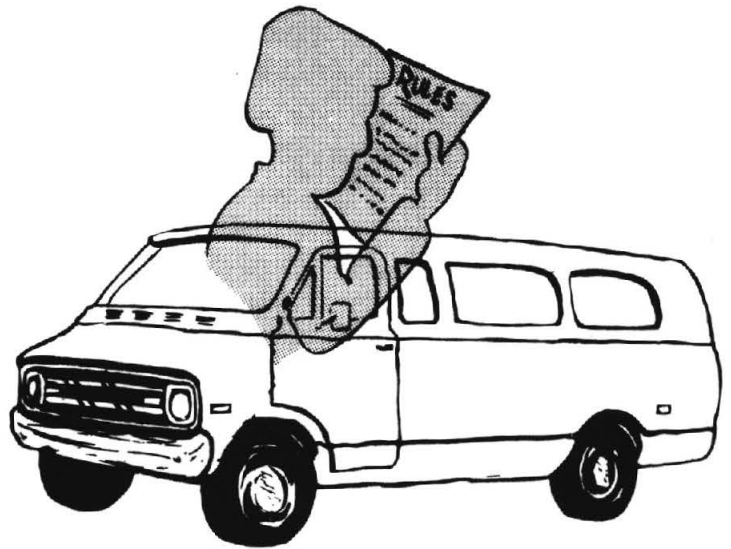


SUGGESTED GUIDELINES FOR OPERATING YOUR VANPOOL

Establishing Operating Rules

On some vanpool routes the operator can easily pick up each rider at his/her door. On other routes, the riders may agree that a central pickup point will be best.

Some riders may object to smoking or to a radio being turned up too loud. The van owner along with the van riders should set rules they can be comfortable with.



Typical Pantex Owner/Operator Vanpool Guidelines

1. Daily fare?
2. Payments either weekly or monthly?
3. Smoking - No Smoking?
4. Van leaves Plant when all riders present or at a fixed time?
5. Passenger pickups at designated spots?
6. Courtesy stops on way to and from work?
7. Should riders notify driver if they will not be riding home?
8. Should riders notify driver if a ride home is required when they do not vanpool to work.
9. Alternate driver arrangement?
10. Commuting arrangement should van be inoperative?

FINANCING YOUR VANPOOL

● *FINANCING THE VAN*

Individual financing for the vanpool program has been handled through the Pantex Federal Credit Union. The loans are presently made at a 12% interest rate, over a 48-month period. The credit union makes 100% loans available to those who would participate in the vanpool program. Financing can also be arranged through your own personal bank. The preference is completely up to the owner/operator.

● *BUYING THE VAN*

Most vans are ordered from a dealer after the vanpool is formed.

To dispel notions about driving such a "big" vehicle, a 12-seat van is the same width and over a foot shorter than a full-size station wagon.

Most vanpool operators have found that a well-equipped van is important for attracting the ridership needed for a successful, growing vanpool program. In terms of safety and comfort, you can outfit your vans so they are comparable to private cars.



REGISTERING YOUR VAN

*Vans, like standard passenger cars, must be registered (and rendered for taxation) annually at the County Tax Assessor/Collector's office in the county of residence of the vehicle's owner. Texas license plates are good for five years, though the fee must be paid annually. The fee is levied by gross weight - \$.55 per hundred pounds for vehicles weighing 6,000 pounds and over. If the van is used for purposes other than vanpooling, however, it may be classified as a commercial vehicle and taxed accordingly.



*Texas Governor's Office of Energy Resources
Vanpool Regulation, Insurance, Taxation.

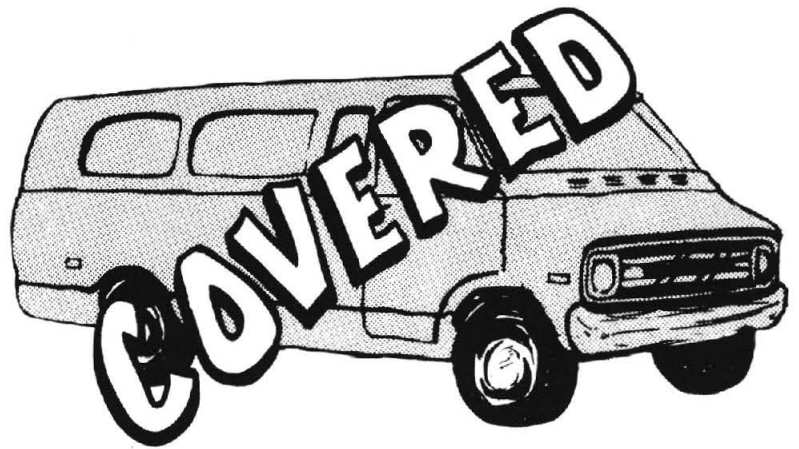
INSURING YOUR VANPOOL

Insurance companies are well aware of the rapid growth of vanpooling, and it seems clear that they intend to make available the needed coverage on vans.

Presently a number of owner-operated vans are covered by the State Farm Insurance Company. The cost of the coverage averages about \$480 per year. Your insurance agent is the best person to answer your questions pertaining to your specific insurance needs, but the following should provide some guidelines for evaluating your situation.

Here is what the Chairman of the Texas State Board of Insurance has said regarding insurance on privately owned vans used for vanpooling.

*Van type motor vehicles owned by individuals or husband and wife and primarily used to transport persons to work on a car pool or more particularly on a share the expense basis may be insured as private passenger automobiles in Texas provided the van type vehicle has a load capacity of 1,500 pounds or less.



*Texas Governor's Office of Energy Resources -
Vanpool Regulation, Insurance, Taxation.

VANPOOL MONEY RETURN

• Calculating Vanpool Costs

Vanpool costs consist of *fixed* and *operating* costs. Pantex vanpool owner/operators, for example, estimated their vanpooling program costs in March 1979, based on a 21-day month.

• Establishing Rider Fares

Pantex vanpool owner/operators use these cost figures to help them set their rider fares.

FIXED COSTS

	Annual	Monthly
Loan payments on van	\$3120	\$260
Insurance	\$ 480	\$ 40
	\$3600	\$300

VARIABLE COSTS

Gasoline (10 MPG @ 65¢ pg)	\$0.065 per mile
Oil and Lube	0.010
Maintenance	0.020
Wash and Cleaning	\$0.005
	\$0.100 per mile

SAMPLE FARE CALCULATION

Step 1	Daily round trip miles (DRTM)	10-20-30-40, etc.
Step 2	Average days per month	21
Step 3	Monthly round trip miles	Step 1 X 2
Step 4	Variable cost per month	Step 3 X 0.10
Step 5	Add fixed cost per month	Step 4 + \$300
Step 6	Cost per passenger	Step 5 ÷ 9 people

EXAMPLE - PASSENGER FARES PER MONTH

	#1	#2	#4	#5	#6 =
20 DRTM	X	21 days	X	0.10 + \$300	÷ 9 = 38.00
30 DRTM	X	21 days	X	0.10 + \$300	÷ 9 = 40.33
40 DRTM	X	21 days	X	0.10 + \$300	÷ 9 = 42.66
50 DRTM	X	21 days	X	0.10 + \$300	÷ 9 = 45.00
60 DRTM	X	21 days	X	0.10 + \$300	÷ 9 = 47.33
70 DRTM	X	21 days	X	0.10 + \$300	÷ 9 = 49.67

This table was adapted from a Chrysler Corporation chart.

VANPOOL PLANNING CHECK LIST

(Your Vanpool Coordinator can help provide information and guidelines.)

BEFORE BUYING A VAN

- Identify need for a vanpool in your neighborhood/community.
- Obtain names and addresses of nine plant employees in your area willing to form a vanpool.
- Agree to a set of vanpool riding rules.

SELECTING A VAN

- Shop for a van meeting your riders' needs.
- Arrange for financing.
- Arrange for van insurance, meeting vanpooling coverage requirements.

OPERATING PLANS

- Calculate operating costs.
- Establish a fare structure.
- Outline pickup, delivery, vacation and backup driving system.
- Establish vanpool owner/operator/driver regulations.
- Establish a record keeping system.
- Contact your prospective vanpoolers for final commitment.



- Buy the van.
- Start the vanpool.
- Contact your coordinator and report operations.



Mason & Hanger-Silas Mason Co., Inc.

**PANTEX PLANT
AMARILLO, TEXAS**



AMARILLO PANTEX FEDERAL CREDIT UNION

P.O. BOX 30020 AMARILLO, TEXAS 79177

POLICY FOR VANPOOL LOANS AND MEMBER AGREEMENT FORM: APFCU

The Amarillo Pantex Federal Credit Union, hereinafter referred to as APFCU, hereby agrees to finance for the purpose of vanpooling certain vans in accordance with the following policy:

- 1. Vans shall have the capacity to hold a minimum of eight(8) riders.
- 2. Vans shall be financed at the following terms:

100% of purchase price, including tax, title and license.
 48 months repayment schedule
 3/4 of 1% per month on the unpaid balance, or AN ANNUAL
 PERCENTAGE RATE OF 9%.

- 3. Borrowing member may have cosignatories to the loan if he/she so desires.
- 4. Borrowing member must have proof of insurance on said van.
- 5. Borrowing member must provide to the APFCU a listing of at least eight(8) paying passengers who have agreed with the van owner to participate with him/her in his/her vanpool. These eight(8), at least, people are:

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

- 6. Borrowing member hereby agrees that should the number of riders in his/her vanpool fall below the minimum required number of eight(8), that the APFCU reserves the right to increase the rate of the vanpool loan from the 3/4 of 1% per month on the unpaid balance, or AN ANNUAL PERCENTAGE RATE OF 9%, to the then new auto loan rate in effect. In the event that the then new auto loan rate is the same as the 9% ANNUAL PERCENTAGE RATE, then there will be no change.

I HEREBY AGREE WITH THE APFCU THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND TERMS FOR THE FINANCING OF VANS TO BE USED IN VANPOOLING. I FURTHER AGREE AND PROMISE TO RETAIN A MINIMUM OF EIGHT(8) RIDERS IN MY VANPOOL.

BORROWING CREDIT UNION MEMBER


DATE

WITNESS

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